

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

X. Corp.,

Plaintiff,

Case No. 3:23-CV-03698-WHA

v.

BRIGHT DATA LTD.

Defendant

**DECLARATION OF DAVID A. MUNKITTRICK IN SUPPORT OF  
BRIGHT DATA'S REPLY TO ITS MOTION TO DISMISS**

I, David A. Munkittrick, state and declare as follows:

1. I am an attorney at the law firm Proskauer Rose LLP in New York, New York. Proskauer Rose LLP serves as counsel to Defendant Bright Data, Ltd. ("Bright Data").

2. I submit this declaration in support of Bright Data's Reply to its Motion to Dismiss.

3. I have personal knowledge of the information contained in this Declaration.

4. Attached are true and correct copies of the following:

Exhibit 4. **X's Pre-Termination Terms:** Twitter Terms of Service, as of May 18, 2023, available at <https://twitter.com/en/tos>.

Exhibit 5. **X's Post-Termination Terms:** X Terms of Service, as of September 29, 2023, available at [twitter.com/en/tos](https://twitter.com/en/tos).

Exhibit 6. **Redline Showing Changes.** X Terms of Service, as of September 29, 2023, available at [twitter.com/en/tos](https://twitter.com/en/tos), redlined against Twitter Terms of Service, as of May 18, 2023, available at <https://twitter.com/en/tos>.

Exhibit 7. **Bright Data's National and Global Sales Team.** Excerpts of Bright Data's Contact Us Page, available at <https://brightdata.com/contact>.

Exhibit 8. **Bright Data's National and Global Proxies.** Excerpts of Bright Data's US Proxies Pages, available at <https://brightdata.com/locations/united-states>.

Exhibit 9. **X's Homepage.** X Homepage, available at <https://twitter.com/>.

Exhibit 10. **Elon Musk's Public X Page.** Elon Musk's X Page, available at <https://twitter.com/elonmusk>.

1           5.       I declare under penalty of perjury under the laws of the United States that the  
2 foregoing is true and accurate to the best of my knowledge and belief.

3  
4 Dated: January 3, 2023

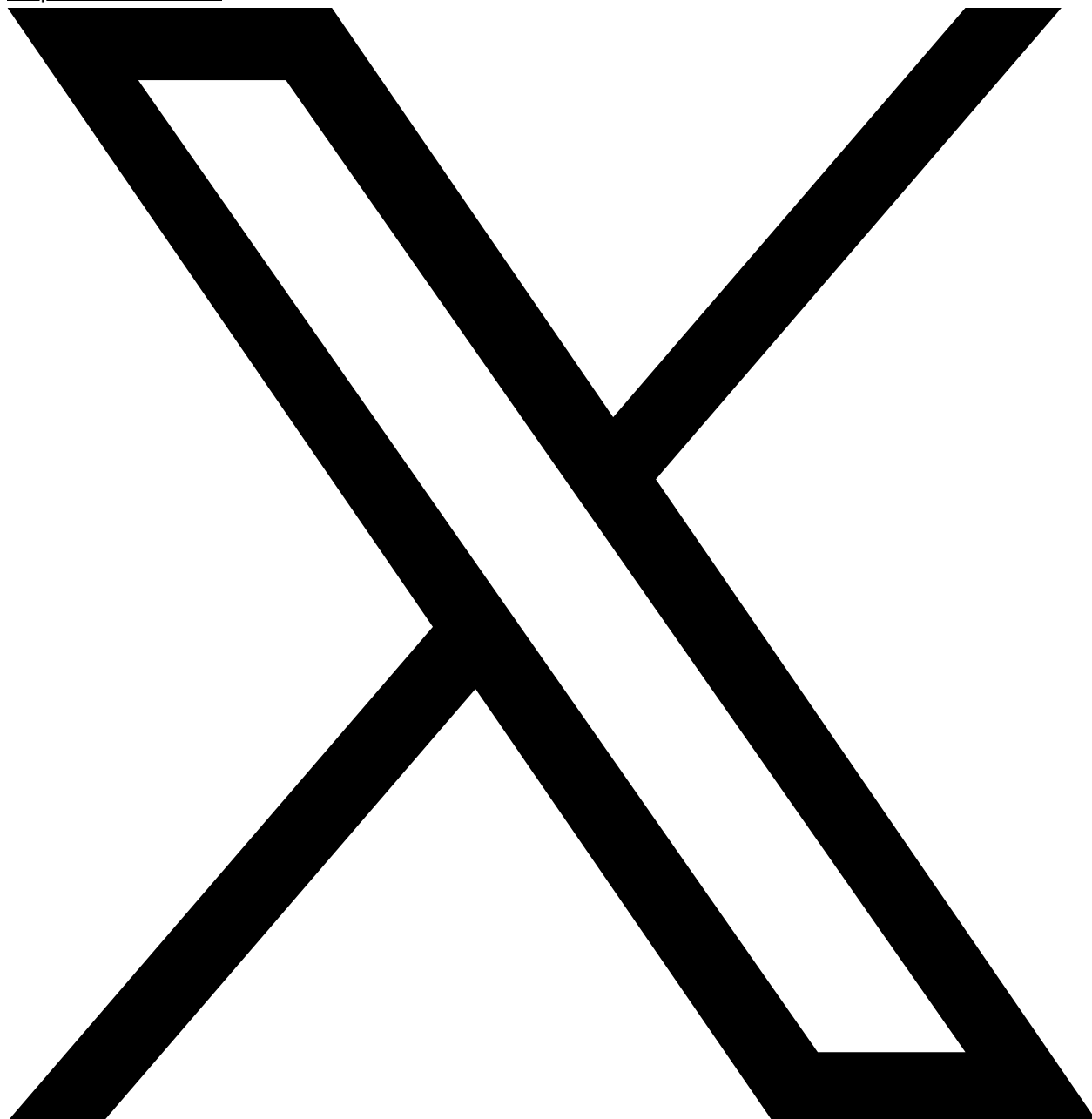
Respectfully submitted,

5 /s/ David A. Munkittrick

6 David A. Munkittrick  
7 PROSKAUER ROSE LLP  
8 Eleven Times Square  
9 New York, New York 10036  
10 (212) 969-3000  
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# **EXHIBIT 4**

[Skip to main content](#)



[Terms of Service](https://twitter.com/en/tos) (<https://twitter.com/en/tos>)

- [Terms of Service Archive](https://twitter.com/tos/previous) (<https://twitter.com/tos/previous>)

[Download PDF](https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-05-18/en/twitter-user-agreement-23-05-18.pdf) (<https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-05-18/en/twitter-user-agreement-23-05-18.pdf>)

# Terms of Service

## Terms of Service



# Effective until September 29, 2023

**If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**, the Twitter User Agreement comprises these [Terms of Service](https://twitter.com/en/tos#update)

(<https://twitter.com/en/tos#update>), our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>), the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies.

**If you live in the European Union, EFTA States, or the United Kingdom**, the Twitter User Agreement comprises these [Terms of Service](https://twitter.com/en/tos?wcmode=disabled#intlTerms) (<https://twitter.com/en/tos?wcmode=disabled#intlTerms>), our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>), the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>), and all incorporated policies.

## Twitter Terms of Service

### **If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides Twitter and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean X Corp.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>) (<https://www.twitter.com/privacy>) (<https://www.twitter.com/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

### 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts> (<https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca> (<https://help.twitter.com/forms/dmca>)

Email: [copyright@twitter.com](mailto:copyright@twitter.com)

### Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), at <https://www.pscp.tv/content> (<https://www.pscp.tv/content>)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-

public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>).

Certain services or features may be offered on Twitter for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.twitter.com/purchaser-terms.html)

(<https://legal.twitter.com/purchaser-terms.html>) (<https://legal.twitter.com/purchaser-terms.html>) (<https://legal.twitter.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [Twitter for Websites](https://developer.twitter.com/en/docs/twitter-for-websites)

(<https://developer.twitter.com/en/docs/twitter-for-websites>) (<https://developer.twitter.com/en/docs/twitter-for-websites>) (<https://developer.twitter.com/en/docs/twitter-for-websites>), [Twitter Cards](https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](https://developer.twitter.com/en/docs/public-api) (<https://developer.twitter.com/en/docs/public-api>) (<https://developer.twitter.com/en/docs/public-api>) (<https://developer.twitter.com/en/docs/public-api>), or [Sign in with Twitter](https://developer.twitter.com/en/docs/sign-in-with-twitter)

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(<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) and [Developer Policy](https://developer.twitter.com/en/developer-terms/policy)

(<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>)).

If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through our Services, these Terms, or the terms provided on <https://developer.twitter.com/en/developer-terms>

(<https://developer.twitter.com/en/developer-terms>) (<https://developer.twitter.com/en/developer-terms>) (<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to

comply with the rules of our [Vulnerability Reporting Program](https://hackerone.com/twitter) (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter> (<https://hackerone.com/twitter>)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our [Twitter Master Services Agreement](https://ads.twitter.com/terms) (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms> (<https://ads.twitter.com/terms>)).

## Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.x.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or our [Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be

removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.x.com/forms/account-access/appealsic=suspended) (<https://help.x.com/forms/account-access/appealsic=suspended>) (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Disclaimers and Limitations of Liability

### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "Twitter Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE TWITTER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The Twitter Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Twitter Entities or through the Services, will create any warranty or representation not expressly made herein.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TWITTER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE TWITTER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR



OTHERWISE, AND WHETHER OR NOT THE TWITTER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/tos) (<https://twitter.com/en/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

**Effective:** May 18, 2023

[Archive of Previous Terms](https://twitter.com/en/tos/previous) (<https://twitter.com/en/tos/previous>)

## Twitter Terms of Service

### **If you live in the European Union, EFTA States, or the United Kingdom**

These Terms of Service ("Terms") govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>)

(<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>)) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words “we,” “us,” and “our,” mean Twitter International Company.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, or in the case of Periscope 16 years old, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>) (<https://www.twitter.com/privacy>) (<https://www.twitter.com/privacy>) describes how we handle the information you provide to us when you use our Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.



We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>) and <https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.twitter.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.twitter.com/forms/dmca> (<https://help.twitter.com/forms/dmca>)

Email: [copyright@twitter.com](mailto:copyright@twitter.com)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, Retweet, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (https://help.twitter.com/en/rules-and-policies#twitter-rules) (and, for Periscope, the [Periscope Community Guidelines](https://www.pscp.tv/content) (https://www.pscp.tv/content) at <https://psc.p.tv/content> (https://www.pscp.tv/content)), which are part of the User Agreement and outline what is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations.

Our Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Twitter, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](https://twitter.com/privacy) (https://twitter.com/privacy).

Certain services or features may be offered on Twitter for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms

become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.twitter.com/en/purchaser-terms.html) (<https://legal.twitter.com/en/purchaser-terms.html>) (<https://legal.twitter.com/en/purchaser-terms.html>) (<https://legal.twitter.com/en/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [Twitter for Websites](https://developer.twitter.com/docs/twitter-for-websites) (<https://developer.twitter.com/docs/twitter-for-websites>) (<https://developer.twitter.com/docs/twitter-for-websites>) (<https://developer.twitter.com/docs/twitter-for-websites>)), [Twitter Cards](https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>)), [Public API](https://developer.twitter.com/en/docs/public-api) (<https://developer.twitter.com/en/docs/public-api>) (<https://developer.twitter.com/en/docs/public-api>)), or [Sign in with Twitter](https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>)), you agree to our [Developer Agreement](https://developer.twitter.com/en/developer-terms/agreement) (<https://developer.twitter.com/en/developer-terms/agreement>) (<https://developer.twitter.com/en/developer-terms/agreement>) and [Developer Policy](https://developer.twitter.com/en/developer-terms/policy) (<https://developer.twitter.com/en/developer-terms/policy>) (<https://developer.twitter.com/en/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through our Services, these Terms, or the terms provided on <https://developer.twitter.com/en/developer-terms> (<https://developer.twitter.com/en/developer-terms>). If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](https://hackerone.com/twitter) (<https://hackerone.com/twitter>) (<https://hackerone.com/twitter>)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you must agree to our [Twitter Master Services Agreement](https://ads.twitter.com/terms) (<https://ads.twitter.com/terms>) (<https://ads.twitter.com/terms>)).

## Your Account

You may need to create an account to use some of our Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on Twitter, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the Twitter name or any of the Twitter trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding Twitter, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account> (<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220> (<https://help.pscp.tv/customer/portal/articles/2460220>)) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms or the [Twitter Rules and Policies](https://help.twitter.com/en/rules-and-policies#twitter-rules) (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) or [Periscope Community Guidelines](https://www.pscp.tv/content) (<https://www.pscp.tv/content>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct, (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, and 6. If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.twitter.com/forms/general?subtopic=suspended) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>) (<https://help.twitter.com/forms/general?subtopic=suspended>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/en/tos) (<https://twitter.com/en/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.twitter.com/forms) (<https://help.twitter.com/forms>).

**Effective:** May 18, 2023

[Archive of Previous Terms](https://twitter.com/en/tos/previous) (<https://twitter.com/en/tos/previous>)

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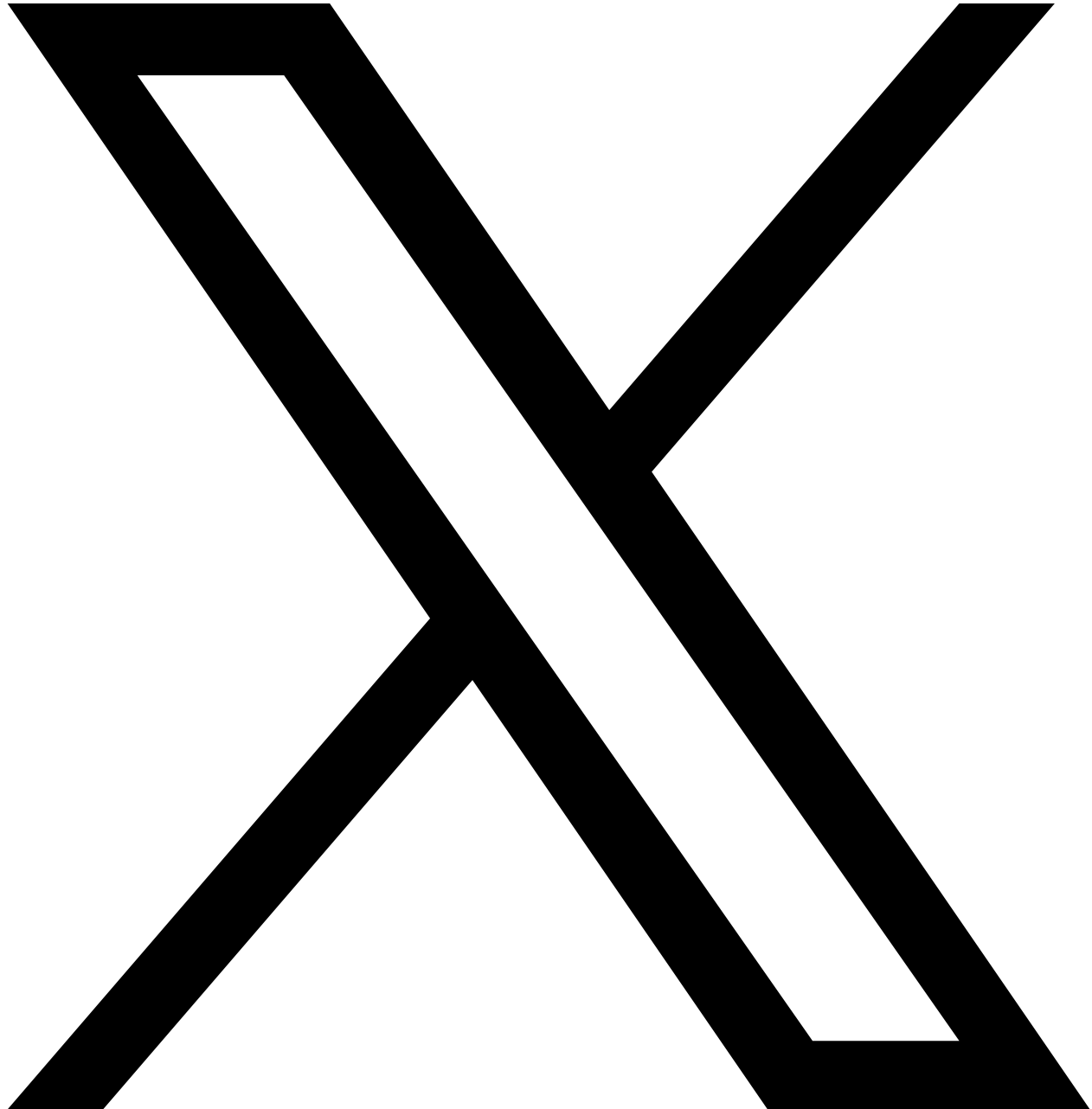
[Cookies](https://help.twitter.com/rules-and-policies/twitter-cookies) (<https://help.twitter.com/rules-and-policies/twitter-cookies>)

[Privacy](https://twitter.com/privacy) (<https://twitter.com/privacy>)

[Terms and conditions](https://twitter.com/tos) (<https://twitter.com/tos>)

# **EXHIBIT 5**

[Skip to main content](#)



Terms of Service

- [Terms of Service Archive \(https://twitter.com/tos/previous\)](https://twitter.com/tos/previous)

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# Terms of Service

**Effective: September 29, 2023**

# Summary of our Terms

These Terms of Service (“Terms”) are part of the User Agreement— a legally binding contract governing your use of X. **You should read these Terms of Service (“Terms”) in full, but here are a few key things you should take away:**

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services’ acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an “AS IS” and “AS AVAILABLE” basis, and we disclaim all warranties, responsibility, and liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.
- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.



Please also note that these Terms incorporate our Privacy Policy (<https://x.com/privacy>) (<https://x.com/privacy>)) as well as other terms applicable to your use of the Services and your Content. Finally, these terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

**If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**, the X User Agreement comprises these [Terms of Service](https://x.com/tos) (<https://x.com/tos>), our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>), [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>), and all incorporated policies.

**If you live in the European Union, EFTA States, or the United Kingdom**, the X User Agreement comprises these [Terms of Service](https://x.com/tos#intlTerms) (<https://x.com/tos#intlTerms>), our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>), [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>), and all incorporated policies.

## X Terms of Service

### **If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our [other covered services](https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>).

<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates> (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>)) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean X Corp.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>) (<https://www.x.com/privacy>) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

### 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>) (<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>) and <https://help.x.com/managing-your-account/suspended-x-accounts> (<https://help.x.com/managing-your-account/suspended-x-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca>) (<https://help.x.com/forms/dmca>) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)

Email: [copyright@x.com](mailto:copyright@x.com)

### Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review our Rules and Policies (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>), or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud,

security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.x.com/purchaser-terms.html) (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [X for Websites](https://developer.x.com/docs/twitter-for-websites) (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites>)), [X Cards](https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)), [Public API](https://developer.x.com/docs) (<https://developer.x.com/docs>) (<https://developer.x.com/docs>) (<https://developer.x.com/docs>)), or [Sign in with X](https://developer.x.com/docs/authentication/guides/log-in-with-twitter) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>)), you agree to our [Developer Agreement](https://developer.x.com/developer-terms/agreement) (<https://developer.x.com/developer-terms/agreement>) (<https://developer.x.com/developer-terms/agreement>) (<https://developer.x.com/developer-terms/agreement>)) and [Developer Policy](https://developer.x.com/developer-terms/policy) (<https://developer.x.com/developer-terms/policy>) (<https://developer.x.com/developer-terms/policy>) (<https://developer.x.com/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms> (<https://developer.x.com/developer-terms>). Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](https://hackerone.com/x) (<https://hackerone.com/x>) (<https://hackerone.com/x>)). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement](https://ads.x.com/terms) (<https://ads.x.com/terms>) (<https://ads.x.com/terms>) (<https://ads.x.com/terms>)).

## Your Account

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You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-

out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](https://help.x.com/rules-and-policies/platform-manipulation) (<https://help.x.com/rules-and-policies/platform-manipulation>) or any other [Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See <https://help.x.com/managing-your-account/how-to-deactivate-x-account> (<https://help.x.com/managing-your-account/how-to-deactivate-x-account>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Disclaimers and Limitations of Liability

### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "X Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the X Entities or through the Services, will create any warranty or representation not expressly made herein.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE X ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS



FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [x.com/tos](https://x.com/tos) (<https://x.com/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.x.com/forms) (<https://help.x.com/forms>).

**Effective:** September 29, 2023

[Archive of Previous Terms](https://x.com/tos/previous) (<https://x.com/tos/previous>).

# X Terms of Service

## If you live in the European Union, EFTA States, or the United Kingdom

These Terms of Service (“Terms”) govern your access to and use of the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our other covered services (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, which provides X and the Services, with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words “we,” “us,” and “our,” mean Twitter International Unlimited Company.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our Privacy Policy (<https://x.com/privacy>) (<https://www.x.com/privacy>) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use the Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.



Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (<https://help.x.com/rules-and-policies/x-report-violation> (<https://help.x.com/rules-and-policies/x-report-violation>) and <https://help.x.com/managing-your-account/suspended-x-accounts> (<https://help.x.com/managing-your-account/suspended-x-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (<https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: <https://help.x.com/forms/dmca> (<https://help.x.com/forms/dmca>)

Email: [copyright@x.com](mailto:copyright@x.com)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, repost, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review our Rules and Policies (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>), or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>) or third parties' intellectual property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our Privacy Policy (<https://x.com/privacy>).

Certain services or features may be offered on X for which additional terms and conditions may apply in connection with your use of those services. These additional terms are accessible from our sites and applications dedicated to these services or features. By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those

additional terms will then also become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](https://legal.x.com/purchaser-terms.html) (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html>) (<https://legal.x.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [X for Websites](https://developer.x.com/docs/twitter-for-websites) (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites>) (<https://developer.x.com/docs/twitter-for-websites>)), [X Cards](https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)), [Public API](https://developer.x.com/docs) (<https://developer.x.com/docs>) (<https://developer.x.com/docs>) (<https://developer.x.com/docs>)), or [Sign in with X](https://developer.x.com/docs/authentication/guides/log-in-with-twitter) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>) (<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>)), you agree to our [Developer Agreement](https://developer.x.com/developer-terms/agreement) (<https://developer.x.com/developer-terms/agreement>) (<https://developer.x.com/developer-terms/agreement>) and [Developer Policy](https://developer.x.com/developer-terms/policy) (<https://developer.x.com/developer-terms/policy>) (<https://developer.x.com/developer-terms/policy>)). If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted through the Services, these Terms, or the terms provided on <https://developer.x.com/developer-terms> (<https://developer.x.com/developer-terms>). Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to comply with the rules of our [Vulnerability Reporting Program](https://hackerone.com/x) (<https://hackerone.com/x>) (<https://hackerone.com/x>). The requirements set out in the preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you agree to our [Master Services Agreement](https://ads.x.com/terms) (<https://ads.x.com/terms>) (<https://ads.x.com/terms>) (<https://ads.x.com/terms>)).

## Your Account

You may need to create an account to use the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on X, in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the X name or any of the X trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding X, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our [Platform Manipulation and Spam Policy](https://help.x.com/rules-and-policies/platform-manipulation) (<https://help.x.com/rules-and-policies/platform-manipulation>) or any other [Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

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We may suspend or terminate your account or cease providing you with all or part of the Services at any time if we reasonably believe: (i) you have violated these Terms or [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>); (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged

inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our [Help Center](https://help.x.com/forms/account-access/appeals) (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at [x.com/tos](https://x.com/tos) (<https://x.com/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [us](https://help.x.com/forms) (<https://help.x.com/forms>).

**Effective:** September 29, 2023

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English

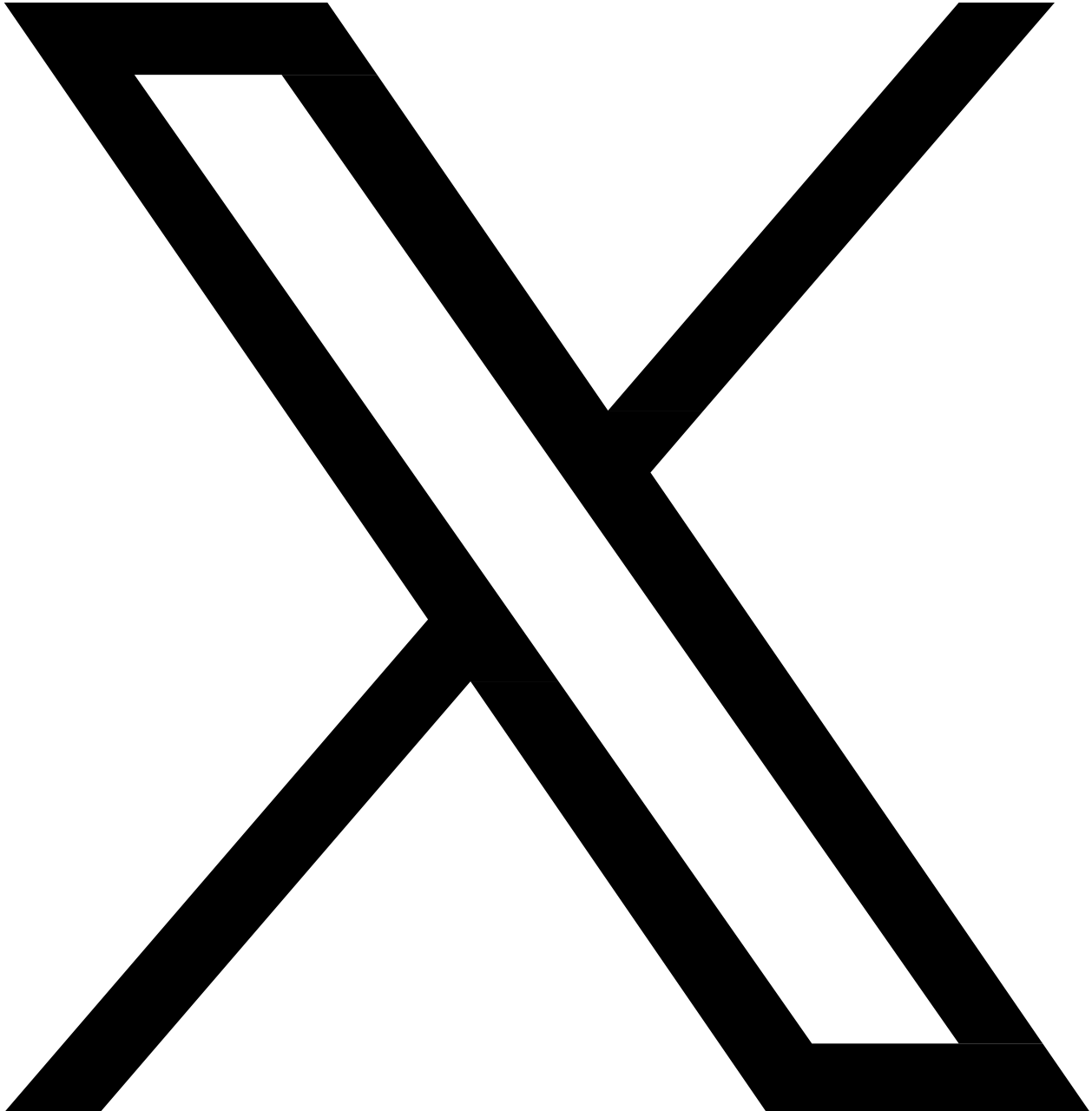


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- [Lietuvių](https://twitter.com/lt/tos) (https://twitter.com/lt/tos)
- [Latviešu](https://twitter.com/lv/tos) (https://twitter.com/lv/tos)
- [Malti](https://twitter.com/mt/tos) (https://twitter.com/mt/tos)
- [Nederlands](https://twitter.com/nl/tos) (https://twitter.com/nl/tos)
- [Polski](https://twitter.com/pl/tos) (https://twitter.com/pl/tos)
- [Română](https://twitter.com/ro/tos) (https://twitter.com/ro/tos)
- [Slovenščina](https://twitter.com/sl/tos) (https://twitter.com/sl/tos)
- [Svenska](https://twitter.com/sv/tos) (https://twitter.com/sv/tos)
- [العربية](https://twitter.com/ar/tos) (https://twitter.com/ar/tos)
- [فارسی](https://twitter.com/fa/tos) (https://twitter.com/fa/tos)
- [Հայերեն](https://twitter.com/hy/tos) (https://twitter.com/hy/tos)
- [ខ្មែរ](https://twitter.com/km/tos) (https://twitter.com/km/tos)
- [Tagalog](https://twitter.com/tl/tos) (https://twitter.com/tl/tos)
- [Tiếng Việt](https://twitter.com/vi/tos) (https://twitter.com/vi/tos)
- [简体中文](https://twitter.com/zh-cn/tos) (https://twitter.com/zh-cn/tos)
- [繁體中文](https://twitter.com/zh-tw/tos) (https://twitter.com/zh-tw/tos)
- [Lus Hmoob](https://twitter.com/hmn/tos) (https://twitter.com/hmn/tos)

# **EXHIBIT 6**

[Skip to main content](#)



[Terms of Service](https://twitter.com/en/tos) (<https://twitter.com/en/tos>)

[Terms of Service Archive](https://twitter.com/tos/previous) (<https://twitter.com/tos/previous>)

[Download PDF](https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-05-18/en/twitter-user-agreement-23-05-18.pdf) (<https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-05-18/en/twitter-user-agreement-23-05-18.pdf>)

Terms of Service

- [Terms of Service Archive](https://twitter.com/tos/previous) (<https://twitter.com/tos/previous>)

[Download PDF](https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-10-10/en/x-terms-of-service-23-09-29.pdf) (<https://cdn.cms-twdigitalassets.com/content/dam/legal-twitter/site-assets/2023-10-10/en/x-terms-of-service-23-09-29.pdf>)



# Terms of Service

Effective ~~until~~: September 29, 2023

## Summary of our Terms

These Terms of Service (“Terms”) are part of the User Agreement– a legally binding contract governing your use of X. You should read these Terms of Service (“Terms”) in full, but here are a few key things you should take away:

- **You will see advertising on the platform:** In exchange for accessing the Services, X and our third-party providers and partners may display advertising to you.
- **When posting Content and otherwise using the Services, you must comply with this User Agreement and Applicable Law:** You are responsible for your use of the Services and your Content. You must comply with this User Agreement, its incorporated policies, and all applicable laws.
- **You must abide by the Services’ acceptable use terms:** You may not access the Services in any way other than through the currently available, published interfaces that we provide. For example, this means that you cannot scrape the Services, try to work around any technical limitations we impose, or otherwise attempt to disrupt the operation of the Services.
- **We have broad enforcement rights:** X reserves the right to take enforcement actions against you if you do violate these terms, such as, for example, removing your Content, limiting visibility, discontinuing your access to X, or taking legal action. We may also suspend or terminate your account for other reasons, such as prolonged inactivity, risk of legal exposure, or commercial inviability.
- **There are Intellectual Property Licenses in these Terms:** You retain ownership and rights to any of your Content you post or share, and you provide us with a broad, royalty-free license to make your Content available to the rest of the world and to let others do the same. Conversely, we provide you a license to use the software we provide as part of the Services, such as the X mobile application, solely for the purpose of enabling you to use and enjoy the benefit of the Services.
- **Your use of the Services is at your own risk:** We provide the Services on an “AS IS” and “AS AVAILABLE” basis, and we disclaim all warranties, responsibility, and liability to you or others to the extent permitted by law. You may be exposed to offensive or harmful content posted by other users. The Services may change from time to time, and we may limit or terminate availability of the Services or particular features to you or other users at any time.
- **You have remedies and redress mechanisms, but our liability is limited:** You have a right to terminate this agreement at any time by deactivating your account and discontinuing use of the

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Services. Note that we will not be liable for certain types of damages as described in the agreement, and in any event, our aggregate liability shall not exceed the greater of \$100 USD or the amount you paid us, if any, in the past six months for the Services giving rise to the claim. Further, if you believe that your Content has been copied in a way that constitutes copyright infringement, the reporting process is detailed in these Terms.

Please also note that these Terms incorporate our Privacy Policy (<https://x.com/privacy> (<https://x.com/privacy>)) as well as other terms applicable to your use of the Services and your Content. Finally, these terms may vary depending on where you live, but in any case, you must be at least 13 years old to use X.

**If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States,** the ~~Twitter~~X User Agreement comprises these ~~Terms of Service~~ (<https://twitter.com/en/tos#update>) ~~Terms of Service~~ (<https://x.com/tos>), our ~~Privacy Policy~~ (<https://twitter.com/privacy>) ~~Privacy Policy~~ (<https://x.com/privacy>), ~~the Twitter Rules and Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) ~~our Rules and Policies~~ (<https://help.x.com/rules-and-policies>), and all incorporated policies.

**If you live in the European Union, EFTA States, or the United Kingdom,** the ~~Twitter~~X User Agreement comprises these ~~Terms of Service~~ (<https://twitter.com/en/tos?wcmmode=disabled#intlTerms>) ~~Terms of Service~~ (<https://x.com/tos#intlTerms>), our ~~Privacy Policy~~ (<https://twitter.com/privacy>) ~~Privacy Policy~~ (<https://x.com/privacy>), ~~the our~~ ~~Twitter~~ ~~Rules~~ ~~and~~ ~~Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) ~~Rules and Policies~~ (<https://help.x.com/rules-and-policies>), and all incorporated policies.

## **Twitter**X Terms of Service

### **If you live outside the European Union, EFTA States, or the United Kingdom, including if you live in the United States**

These Terms of Service (“Terms”) govern your access to and use of our services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our ~~other covered services~~ (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) ~~other covered services~~ (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) <https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates> (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) ~~services-and-corporate-affiliates~~) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and X Corp., which provides ~~Twitter~~X and the Services, 1355 Market Street, Suite 900, San Francisco, CA 94103 U.S.A. The words “we,” “us,” and “our” mean

# 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, ~~or in the case of Periscope 16 years old,~~ to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

# 2. Privacy

Our ~~Privacy Policy (<https://twitter.com/privacy>)~~ [Privacy Policy \(<https://x.com/privacy>\)](https://x.com/privacy) (~~<https://www.twitter.com/privacy> (<https://www.twitter.com/privacy>)~~ <https://www.x.com/privacy> (<https://www.x.com/privacy>)) describes how we handle the information you provide to us when you use ~~our~~ [the](https://www.x.com/privacy) Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

# 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (~~<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>~~ <https://help.x.com/rules-and-policies/x-report->

[violation#specific-violations](#)~~violation#specific-violations~~

(<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>) and

~~<https://help.twitter.com/en/managing-your-account/suspended-twitter>~~<https://help.x.com/managing-your-account/suspended-x-accounts> (<https://help.x.com/managing-your-accounts> (~~<https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>~~<https://help.x.com/managing-your-account/suspended-x-accounts>)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form

(~~<https://help.twitter.com/forms/dmca>~~<https://help.x.com/forms/dmca>

~~(<https://help.twitter.com/forms/dmca>~~<https://help.x.com/forms/dmca>)) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: ~~<https://help.twitter.com/forms/dmca>~~

~~(<https://help.twitter.com/forms/dmca>~~<https://help.x.com/forms/dmca>

~~(<https://help.x.com/forms/dmca>~~ Email:

~~[copyright@twitter.com](mailto:copyright@twitter.com)~~[copyright@x.com](mailto:copyright@x.com)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, ~~Retweet~~[repost](#), promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review ~~the Twitter Rules and Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) (and, for Periscope, the ~~Periscope Community Guidelines~~ (<https://www.pscp.tv/content>) at <https://www.pscp.tv/content> (<https://www.pscp.tv/content>)) ~~our Rules and Policies~~ (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline ~~what~~ conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

~~Our~~ The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames without liability to you.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. ~~You also agree not to~~

~~misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-~~

~~public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.~~ We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation,

legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud,

security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of ~~Twitter~~X, its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our ~~Privacy Policy~~ (<https://twitter.com/privacy>) ~~Privacy Policy~~ (<https://x.com/privacy>).

Certain services or features may be offered on ~~Twitter~~X for which additional terms and conditions may apply in connection with your use of those services. By using or paying for any of these additional services, you agree to any additional terms applicable to those services, and those additional terms become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable Terms for Paid Services

(~~<https://legal.twitter.com/purchaser-terms.html>~~ (<https://legal.x.com/purchaser-terms.html>))

(~~<https://legal.twitter.com/purchaser-terms.html>~~ (<https://legal.x.com/purchaser-terms.html>))

(~~[https://legal.x.com/purchaser-](https://legal.x.com/purchaser-terms.html)~~ (~~<https://legal.twitter.com/purchaser-terms.html>~~ ~~[terms.html](#)~~)).

If you use developer features of the Services, including but not limited to ~~Twitter for Websites~~X for

Websites (~~<https://developer.twitter.com/en/docs/twitter-for-websites>~~ (<https://developer.x.com/docs/twitter-for-websites>))

(~~<https://developer.twitter.com/en/docs/twitter-for-websites>~~ (<https://developer.x.com/docs/twitter-for-websites>))

(~~<https://developer.twitter.com/en/docs/twitter-for-websites>~~ (<https://developer.x.com/docs/twitter-for-websites>)), ~~Twitter Cards~~

(~~[https://developer.twitter.com/en/docs/twitter-for-](https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)~~ ~~[X Cards](#)~~ ([https://developer.x.com/docs/twitter-for-](https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards)

~~[websites/cards/overview/abouts-cards](#)~~)

(~~[https://developer.twitter.com/en/docs/twitter-for-](https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)~~ ~~[https://developer.x.com/docs/twitter-for-](#)~~

~~[websites/cards/overview/abouts-cards](#)~~ (~~[https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-](https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards)~~

~~[cards](#)~~ ~~[websites/cards/overview/abouts-cards](#)~~

(~~<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>~~), ~~Public API~~

(~~[https://developer.twitter.com/en/docs](https://developer.twitter.com/en/docs/public-api)~~ ~~[Public API](#)~~ (~~[https://developer.x.com/docs](https://developer.x.com/docs/public-api)~~ (~~[https://developer.twitter.com/en/docs](https://developer.twitter.com/en/docs/public-api)~~

(~~[https://developer.twitter.com/en/docs](https://developer.twitter.com/en/docs/public-api)~~ (~~[https://developer.x.com/docs](https://developer.x.com/docs/public-api)~~ (~~[https://developer.twitter.com/en/docs](https://developer.twitter.com/en/docs/public-api)~~ (~~[https://developer.x.com/docs](https://developer.x.com/docs/public-api)~~))), or ~~Sign in with~~

~~Twitter~~ ~~Sign in~~ (~~<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>~~ ~~[with X](#)~~

(~~<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>~~

(~~<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>~~ (~~[https://developer.x.com/doc](https://developer.x.com/docs/authentication/guides/log-in-with-twitter)~~

~~[s/authentication/guides/log-in-with-twitter](#)~~

(~~<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>~~ (~~[https://developer.x.com/docs/authentication/guides](https://developer.x.com/docs/authentication/guides/log-in-with-twitter)~~

~~[/log-in-with-twitter](#)~~)), you agree to our Developer Agreement

(~~<https://developer.twitter.com/en/developer-terms/agreement>~~ (~~<https://developer.x.com/developer-terms/agreement>~~))

(~~[https://developer.twitter.com/en/developer-](https://developer.twitter.com/en/developer-terms/agreement)~~ (~~<https://developer.x.com/developer-terms/agreement>~~ ~~[terms/agreement](#)~~

~~[terms/agreement](#)~~

(~~<https://developer.twitter.com/en/developer-terms/agreement>~~ (~~<https://developer.x.com/developer-terms/agreement>~~)) and

~~Developer Policy~~ Developer Policy (~~[https://developer.x.com/developer-](https://developer.x.com/developer-terms/policy)~~

(~~<https://developer.twitter.com/en/developer-terms/policy>~~ ~~[terms/policy](#)~~)

(~~<https://developer.twitter.com/en/developer-terms/policy>~~ (~~<https://developer.x.com/developer-terms/policy>~~

(~~<https://developer.x.com/developer-terms/policy>~~ (~~<https://developer.x.com/developer-terms/policy>~~)).

If you want to reproduce, modify, create derivative works, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or Content on the Services, you must use the interfaces and instructions we provide, except as permitted

through ~~our~~the Services, these Terms, or the terms provided on

~~[https://developer](https://developer.x.com/developer-terms)~~<https://developer.x.com/developer-terms>

~~(<https://developer.x.com/developer-terms>).~~~~[twitter.com/en/developer-terms](https://developer.x.com/developer-terms)~~

~~(<https://developer.twitter.com/en/developer-terms>)~~

Otherwise, all such actions are strictly prohibited. If you are a security researcher, you are required to

comply with the rules of our ~~Vulnerability Reporting Program~~ (~~<https://hackerone.com/twitter>~~)Vulnerability

Reporting Program (<https://hackerone.com/x>) (~~<https://hackerone.com/twitter>~~

~~(<https://hackerone.com/twitter>)~~<https://hackerone.com/x> (<https://hackerone.com/x>)). The requirements set out in the

preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you ~~must~~ agree to our ~~Twitter Master Services Agreement~~

~~(<https://ads.twitter.com/terms>)~~Master Services Agreement

~~(<https://ads.x.com/terms>)~~ (~~<https://ads.twitter.com/terms>~~ (~~<https://ads.twitter.com/terms>~~)<https://ads.x.com/terms>

~~(<https://ads.x.com/terms>)~~).

## Your Account

You may need to create an account to use ~~some of our~~the Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-



out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on [TwitterX](#), in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the [TwitterX](#) name or any of the [TwitterX](#) trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding [TwitterX](#), or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our Platform Manipulation and Spam Policy (<https://help.x.com/rules-and-policies/platform-manipulation>) or any other Rules and Policies (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See

~~<https://help.x.com/en/managing-your-account/how-to-deactivate-twitter>~~ <https://help.x.com/managing-your-account/how-to-deactivate-x-account> ~~account~~



(<https://help.x.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope, <https://help.pscp.tv/customer/portal/articles/2460220>) (<https://help.pscp.tv/customer/portal/articles/2460220>) (<https://help.x.com/managing-your-account/how-to-deactivate-x-account>) for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time ~~for any or no reason, including, but not limited to,~~ if we reasonably believe: (i) you have violated these Terms or ~~our Rules and Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) ~~or our Rules and Policies~~ ~~Periscope Community Guidelines~~ (<https://www.pscp.tv/content>) (<https://help.x.com/rules-and-policies>), (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. To the extent permitted by law, we may also terminate your account or cease providing you with all or part of the Services for any other reason or no reason at our convenience. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, 6, and ~~6~~ the misuse provisions of Section 4 ("Misuse of the Services"). If you believe your account was terminated in error you can file an appeal following the steps found in our Help Center (<https://help.x.com/forms/account-access/appealsic=suspended>) (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>) (<https://help.x.com/forms/account-access/appeals>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Disclaimers and Limitations of Liability

### The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. The "~~Twitter~~X Entities" refers to X Corp., its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE ~~TWITTER~~X ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The ~~Twitter~~X Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the ~~Twitter~~X Entities or through the Services, will create any warranty or representation not expressly made herein.

### Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ~~TWITTER~~X ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES,

(i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ~~TWITTER~~X ENTITIES EXCEED THE GREATER OF ONE HUNDRED

U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID US, IF ANY, IN THE PAST SIX MONTHS

FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE ~~TWITTER~~X ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current version of the Terms, which will always be at ~~twitter.com/tos~~ (<https://twitter.com/en/tos>) [X.com/tos](https://x.com/tos) (<https://x.com/tos>), will govern our relationship with you. We will try to notify you of material revisions, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The laws of the State of California, excluding its choice of law provisions, will govern these Terms and any dispute that arises between you and us. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco County, California, United States, and you consent to personal jurisdiction and waive any objection as to inconvenient forum. To the extent permitted by law, you also waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact ~~US~~ (<https://help.twitter.com/forms>) ~~US~~ (<https://help.x.com/forms>).

**Effective:** ~~May 18~~ September 29, 2023

~~Archive of Previous Terms~~ (<https://twitter.com/en/tos/previous>)

Archive of Previous Terms (<https://x.com/tos/previous>)

## ~~Twitter~~X Terms of Service

### **If you live in the European Union, EFTA States, or the United Kingdom**

These Terms of Service ("Terms") govern your access to and use of ~~our~~ the services, including our various websites, SMS, APIs, email notifications, applications, buttons, widgets, ads, commerce services, and our ~~other covered services~~ (<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>) other covered services (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (~~<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>~~)

(<https://help.twitter.com/rules-and-policies/twitter-services-and-corporate-affiliates>))<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) (<https://help.x.com/rules-and-policies/x-services-and-corporate-affiliates>) that link to these Terms (collectively, the “Services”), and any information, text, links, graphics, photos, audio, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services (collectively referred to as “Content”). By using the Services you agree to be bound by these Terms.

These Terms are an agreement between you and Twitter International Unlimited Company (Co. number 503351, VAT number IE9803175Q), an Irish company, [which provides X and the Services](#), with its registered office at One Cumberland Place, Fenian Street Dublin 2, D02 AX07 Ireland. The words “we,” “us,” and “our,” mean Twitter International [Unlimited](#) Company.

## 1. Who May Use the Services

You may use the Services only if you agree to form a binding contract with us and are not a person barred from receiving services under the laws of the applicable jurisdiction. In any case, you must be at least 13 years old, ~~or in the case of Periscope 16 years old~~, to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity.

## 2. Privacy

Our ~~Privacy Policy~~ (<https://twitter.com/privacy>) [Privacy Policy](#) (<https://x.com/privacy>) (<https://www.twitter.com/privacy>) (<https://www.twitter.com/privacy>) <https://www.x.com/privacy>) (<https://www.x.com/privacy>) describes how we handle the information you provide to us when you use ~~our~~ [the](#) Services. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by us and our affiliates.

## 3. Content on the Services

You are responsible for your use of the Services and for any Content you provide, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others.

Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or endorse any opinions expressed via the Services. You understand that by using the Services, you may

be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and, we cannot take responsibility for such Content.

We reserve the right to remove Content that violates the User Agreement, including for example, copyright or trademark violations or other intellectual property misappropriation, impersonation, unlawful conduct, or harassment. Information regarding specific policies and the process for reporting or appealing violations can be found in our Help Center (~~<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>~~ (~~<https://help.twitter.com/en/rules-and-policies/twitter-report-violation#specific-violations>~~) (~~<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>~~) (~~<https://help.x.com/rules-and-policies/x-report-violation#specific-violations>~~) and ~~<https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>~~ (~~<https://help.twitter.com/en/managing-your-account/suspended-twitter-accounts>~~) (~~<https://help.x.com/managing-your-account/suspended-x-accounts>~~) (~~<https://help.x.com/managing-your-account/suspended-x-accounts>~~)).

If you believe that your Content has been copied in a way that constitutes copyright infringement, please report this by visiting our Copyright reporting form (~~<https://help.twitter.com/forms/dmca>~~ (~~<https://help.twitter.com/forms/dmca>~~) (~~<https://help.x.com/forms/dmca>~~) (~~<https://help.x.com/forms/dmca>~~) or contacting our designated copyright agent at:

X Corp.

Attn: Copyright Agent

1355 Market Street, Suite 900

San Francisco, CA 94103

Reports: ~~<https://help.twitter.com/forms/dmca>~~ (~~<https://help.twitter.com/forms/dmca>~~) (~~<https://help.x.com/forms/dmca>~~) (~~<https://help.x.com/forms/dmca>~~) Email:

~~[copyright@twitter.com](mailto:copyright@twitter.com)~~ (~~[copyright@twitter.com](mailto:copyright@twitter.com)~~) (~~[copyright@x.com](mailto:copyright@x.com)~~) (~~[copyright@x.com](mailto:copyright@x.com)~~)

## Your Rights and Grant of Rights in the Content

You retain your rights to any Content you submit, post or display on or through the Services. What's yours is yours — you own your Content (and your incorporated audio, photos and videos are considered part of the Content).

By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods now known or later developed (for clarity, these rights include, for example, curating, transforming, and translating). This license authorizes us to make your Content available to the rest of the world and to let others do the same. However, if you have chosen via our features to limit the distribution of your Content to a restricted community, we will respect that choice. You also agree that this license includes the right to analyze text and other information you provide with the view to improve the Services. You agree that this license includes the right for us to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other companies, organizations or individuals for the syndication, broadcast, distribution, ~~Retweet~~ ~~repost~~, promotion or publication of such Content on other media and services, subject to our terms and conditions for such

Content use. Such additional uses by us, or other companies, organizations or individuals, is made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services as the use of the Services by you is hereby agreed as being sufficient compensation for the Content and grant of rights herein.

We have an evolving set of rules for how ecosystem partners can interact with your Content on the Services. These rules exist to enable an open ecosystem with your rights in mind. You understand that we may modify or adapt your Content as it is distributed, syndicated, published, or broadcast by us and our partners and/or make changes to your Content in order to adapt the Content to different media.

You represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that you submit, post or display on or through the Services. You agree that such Content will not contain material subject to copyright or other proprietary rights, unless you have necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

## 4. Using the Services

Please review ~~the Twitter Rules and Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) ~~(and, for Periscope, the Periscope Community Guidelines~~ (<https://www.pscp.tv/content>) ~~at~~ <https://pscp.tv/content>) ~~(https://www.pscp.tv/content))~~ ~~our Rules and Policies~~ (<https://help.x.com/rules-and-policies>), which are part of the User Agreement and outline ~~what~~ conduct that is prohibited on the Services. You may use the Services only in compliance with these Terms and all applicable laws, rules and regulations. X takes enforcement actions when Content or user behavior is in violation of our Rules and Policies (<https://help.x.com/rules-and-policies>) or in relation to sensitive media. You can review X's enforcement options and how you can appeal our enforcement decision here (<https://help.x.com/rules-and-policies/enforcement-options>).

~~Our~~ The Services evolve constantly. As such, the Services may change from time to time, at our discretion. We may stop (permanently or temporarily) providing the Services or any features within the Services to you or to users generally. We also retain the right to create limits on use and storage at our sole discretion at any time. We may also remove or refuse to distribute any Content on the Services, limit distribution or visibility of any Content on the service, suspend or terminate users, and reclaim usernames ~~without liability to you~~ if it is appropriate, including for the following reasons: (i) protecting the Services or our users; (ii) compliance with applicable laws or orders from competent authorities; (iii) breach of these Terms or our Rules and Policies (<https://help.x.com/rules-and-policies>) or third parties' intellectual property or other rights; (iv) if you or your Content exposes us, other users or any third party to legal or regulatory risk; and/or (v) your prolonged inactivity.

In consideration for our granting you access to and use of the Services, you agree that we and our third-party providers and partners may place advertising on the Services or in connection with the display of Content or information from the Services whether submitted by you or others. ~~You also agree not to misuse our Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;~~

~~(ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling the Services is permissible if done in accordance with the provisions of the robots.txt file, however, scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.~~ We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of [TwitterX](#), its users and the public. We do not disclose personally-identifying information to third parties except in accordance with our ~~Privacy Policy~~ [Privacy Policy](https://twitter.com/privacy) (<https://twitter.com/privacy>) [Privacy Policy](https://x.com/privacy) (<https://x.com/privacy>).

Certain services or features may be offered on [TwitterX](#) for which additional terms and conditions may apply in connection with your use of those services. [These additional terms are accessible from our sites and applications dedicated to these services or features](#). By using or paying for any of these additional services, you will have to agree to any additional terms applicable to those services, and those

additional terms



[will then also](#) become part of our agreement with you. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using those services to which they apply.

If you use paid features of the Services, you agree to the applicable [Terms for Paid Services](#)

(<https://legal.twitter.com/en/purchaser-terms.html>)(<https://legal.x.com/purchaser-terms.html>)

(<https://legal.twitter.com/en/purchaser-terms.html><https://legal.x.com/purchaser-terms.html>

(<https://legal.x.com/purchaser-terms.html> (<https://legal.twitter.com/purchaser-terms.html>)<https://legal.x.com/purchaser-terms.html>)).

If you use developer features of the Services, including but not limited to [Twitter for Websites](#)[X for](#)

[Websites](#) (<https://developer.twitter.com/docs/twitter-for-websites>)(<https://developer.x.com/docs/twitter-for-websites>)

(<https://developer.twitter.com/docs/twitter-for-websites><https://developer.x.com/docs/twitter-for-websites>

(<https://developer.twitter.com/docs/twitter-for-websites>)(<https://developer.x.com/docs/twitter-for-websites>), [Twitter Cards](#)

(<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)

(<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards>) (<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)

[websites/cards/overview/abouts-cards](#)

(<https://developer.twitter.com/en/docs/twitter-for-websites/cards/overview/abouts-cards><https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>)

[websites/cards/overview/abouts-cards](#)

(<https://developer.x.com/docs/twitter-for-websites/cards/overview/abouts-cards>), [Public API](#)

(<https://developer.twitter.com/en/docs/public-api>) (<https://developer.x.com/docs/public-api>) (<https://developer.twitter.com/en/docs/public-api>)

(<https://developer.twitter.com/en/docs/public-api><https://developer.x.com/docs/public-api>) (<https://developer.x.com/docs/public-api>), or [Sign in with](#)

[Twitter](#)[Sign in](#) (<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>)[with X](#)

(<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>)

(<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter><https://developer.x.com/docs/authentication/guides/log-in-with-twitter>

[s/authentication/guides/log-in-with-twitter](#)

(<https://developer.twitter.com/en/docs/authentication/guides/log-in-with-twitter>)(<https://developer.x.com/docs/authentication/guides/log-in-with-twitter>), you agree to our [Developer Agreement](#)

(<https://developer.twitter.com/en/developer-terms/agreement>)(<https://developer.x.com/developer-terms/agreement>)(<https://developer.twitter.com/en/developer-terms/agreement>)

[developer.twitter.com/en/developer-terms/agreement](#) [terms/agreement](#)

(<https://developer.twitter.com/en/developer-terms/agreement>)(<https://developer.x.com/developer-terms/agreement>) and

[Developer Policy](#)[Developer Policy](#) (<https://developer.x.com/developer-terms/policy>)

(<https://developer.twitter.com/en/developer-terms/policy>)

(<https://developer.twitter.com/en/developer-terms/policy><https://developer.x.com/developer-terms/policy>

(<https://developer.x.com/developer-terms/policy>)). If you want to reproduce, modify, create derivative works,

distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Services or

Content on the Services, you must use the interfaces and instructions we provide, except as permitted

through [our](#)[the](#) Services, these Terms, or the terms provided on

<https://developer.twitter.com/en/developer-terms>

(<https://developer.twitter.com/en/developer-terms><https://developer.x.com/developer-terms>

(<https://developer.x.com/developer-terms>)).

[Otherwise, all such actions are strictly prohibited.](#) If you are a security researcher, you are required to

comply with the rules of our [Vulnerability Reporting Program](#) (<https://hackerone.com/twitter>)[Vulnerability](#)

[Reporting Program](#) (<https://hackerone.com/x>) (<https://hackerone.com/twitter>

(<https://hackerone.com/twitter>)<https://hackerone.com/x> (<https://hackerone.com/x>)). The requirements set out in the

preceding paragraph may not apply to those participating in our Vulnerability Reporting Program.

If you use advertising features of the Services, you ~~must~~ agree to our [Twitter Master Services Agreement](#)

(<https://ads.twitter.com/terms>)[Master Services Agreement](#)

(<https://ads.x.com/terms>) (<https://ads.twitter.com/terms> (<https://ads.twitter.com/terms>)<https://ads.x.com/terms>

## Your Account

You may need to create an account to use ~~some of our~~[the](#) Services. You are responsible for safeguarding your account, so use a strong password and limit its use to this account. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

You can control most communications from the Services. We may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, and you may not be able to opt-out from receiving them. If you added your phone number to your account and you later change or deactivate that phone number, you must update your account information to help prevent us from communicating with anyone who acquires your old number.

## Your License to Use the Services

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services. This license has the sole purpose of enabling you to use and enjoy the benefit of the Services as provided on ~~Twitter~~[X](#), in the manner permitted by these Terms.

The Services are protected by copyright, trademark, and other laws of both the United States and other countries. Nothing in the Terms gives you a right to use the ~~Twitter~~[X](#) name or any of the ~~Twitter~~[X](#) trademarks, logos, domain names, other distinctive brand features, and other proprietary rights. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain our and our licensors' exclusive property. Any feedback, comments, or suggestions you may provide regarding ~~Twitter~~[X](#), or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## Misuse of the Services

You also agree not to misuse the Services, for example, by interfering with them or accessing them using a method other than the interface and the instructions that we provide. You agree that you will not work around any technical limitations in the software provided to you as part of the Services, or reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to the applicable terms and conditions), unless you have been specifically allowed to do so in a separate agreement with us (NOTE: crawling or scraping the Services in any form, for any purpose without our prior written consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; (v) engage in any conduct that violates our Platform Manipulation and Spam Policy (<https://help.x.com/rules-and-policies/platform-manipulation>)

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or any other Rules and Policies (<https://help.x.com/rules-and-policies>); or (vi) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services. It is also a violation of these Terms to facilitate or assist others in violating these Terms, including by distributing products or services that enable or encourage violation of these Terms.

## Ending These Terms

You may end your legal agreement with us at any time by deactivating your accounts and discontinuing your use of the Services. See

~~<https://help.twitter.com/en/managing-your-account/how-to-deactivate>~~ ~~<https://help.x.com/managing-your-account/how-to-deactivate-x-account>~~ ~~twitter account~~

~~(<https://help.twitter.com/en/managing-your-account/how-to-deactivate-twitter-account>) (and for Periscope,~~

~~<https://help.pscp.tv/customer/portal/articles/2460220>~~

~~(<https://help.pscp.tv/customer/portal/articles/2460220>))~~ (<https://help.x.com/managing-your-account/how-to-deactivate-x-account>)

for instructions on how to deactivate your account and the Privacy Policy for more information on what happens to your information.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time ~~for any or no reason, including, but not limited to,~~ if we reasonably believe: (i) you have violated these Terms or ~~the Twitter Rules and Policies~~ (<https://help.twitter.com/en/rules-and-policies#twitter-rules>) ~~or Periscope Community Guidelines~~ (<https://www.pscp.tv/content>), [our Rules and Policies](https://help.x.com/rules-and-policies) (<https://help.x.com/rules-and-policies>); (ii) you create risk or possible legal exposure for us; (iii) your account should be removed due to unlawful conduct; (iv) your account should be removed due to prolonged inactivity; or (v) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or the next time you attempt to access your account, depending on the circumstances. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except that the following sections shall continue to apply: 2, 3, 5, [6](#), and [6](#) ~~the misuse provisions of Section 4~~ (“Misuse of the Services”). If you believe your account was terminated in error you can file an appeal following the steps found in our ~~Help Center~~ (<https://help.twitter.com/forms/general?subtopic=suspended>) [Help Center](https://help.x.com/forms/account-access/appeals) (<https://help.x.com/forms/account-access/appeals>) (~~<https://help.twitter.com/forms/general?subtopic=suspended>~~ ~~<https://help.x.com/forms/account-access/appeals>~~ ~~subtopic=suspended~~ ~~<https://help.twitter.com/forms/general?subtopic=suspended>~~ ~~<https://help.x.com/forms/account-access/appeals>~~ ~~access/appeals~~ (<https://help.x.com/forms/account-access/appeals>)). For the avoidance of doubt, these Terms survive the deactivation or termination of your account.

## 5. Limitations of Liability

By using the Services you agree that X Corp., its parents, affiliates, related companies, officers, directors, employees, agents representatives, partners and licensors, liability is limited to the maximum extent permissible in your country of residence.

## 6. General

We may revise these Terms from time to time. The changes will not be retroactive, and the most current

version of the Terms, which will always be at [twitter.com/tos](https://twitter.com/en/tos) (<https://twitter.com/en/tos>) [x.com/tos](https://x.com/tos) (<https://x.com/tos>), will govern our relationship with you. Other than for changes addressing new functions or made for legal reasons, we will notify you 30 days in advance of making effective changes to these Terms that impact the rights or obligations of any party to these Terms, for example via a service notification or an email to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

To the extent permitted by law, you waive the right to participate as a plaintiff or class member in any purported class action, collective action or representative action proceeding.

The X User Agreement is written in English but is made available in multiple languages through translations. X strives to make the translations as accurate as possible to the original English version. However, in case of any discrepancies or inconsistencies, the English language version of the X User Agreement shall take precedence. You acknowledge that English shall be the language of reference for interpreting and constructing the terms of the X User Agreement.

In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If you have any questions about these Terms, please contact [US](https://help.twitter.com/forms) (<https://help.twitter.com/forms>) [US](https://help.x.com/forms) (<https://help.x.com/forms>).

**Effective:** ~~May 18~~ [September 29](https://twitter.com/en/tos), 2023

~~[Archive of Previous Terms](https://twitter.com/en/tos/previous)~~ (<https://twitter.com/en/tos/previous>) [Archive of Previous Terms](https://x.com/tos/previous) (<https://x.com/tos/previous>)

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[Cookies](https://help.twitter.com/rules-and-policies/twitter-cookies) (<https://help.twitter.com/rules-and-policies/twitter-cookies>)

[Privacy](https://twitter.com/privacy) (<https://twitter.com/privacy>)

[Terms and conditions](https://twitter.com/tos) (<https://twitter.com/tos>)

[English](https://twitter.com/en/tos)



[Terms of Service](https://twitter.com/en/tos) (<https://twitter.com/en/tos>)

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- [Slovenčina](https://twitter.com/sk/tos) (<https://twitter.com/sk/tos>)
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[Magyar](https://twitter.com/hu/tos) (<https://twitter.com/hu/tos>)

[Lietuvių](https://twitter.com/lt/tos) (<https://twitter.com/lt/tos>)

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[Nederlands](https://twitter.com/nl/tos) (<https://twitter.com/nl/tos>)

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Document comparison by Workshare Compare on Monday, January 1, 2024  
10:25:27 PM

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Description	Twitter Terms of Service (2023-05-18)
Document 2 ID	file:///usnsprac1\data01\Practice_Data\86561.004\zz_Work Folders\EAZ Working Folder\X Terms of Service (current).docx
Description	X Terms of Service (current)
Rendering set	ProskauerStandard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
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Padding cell	

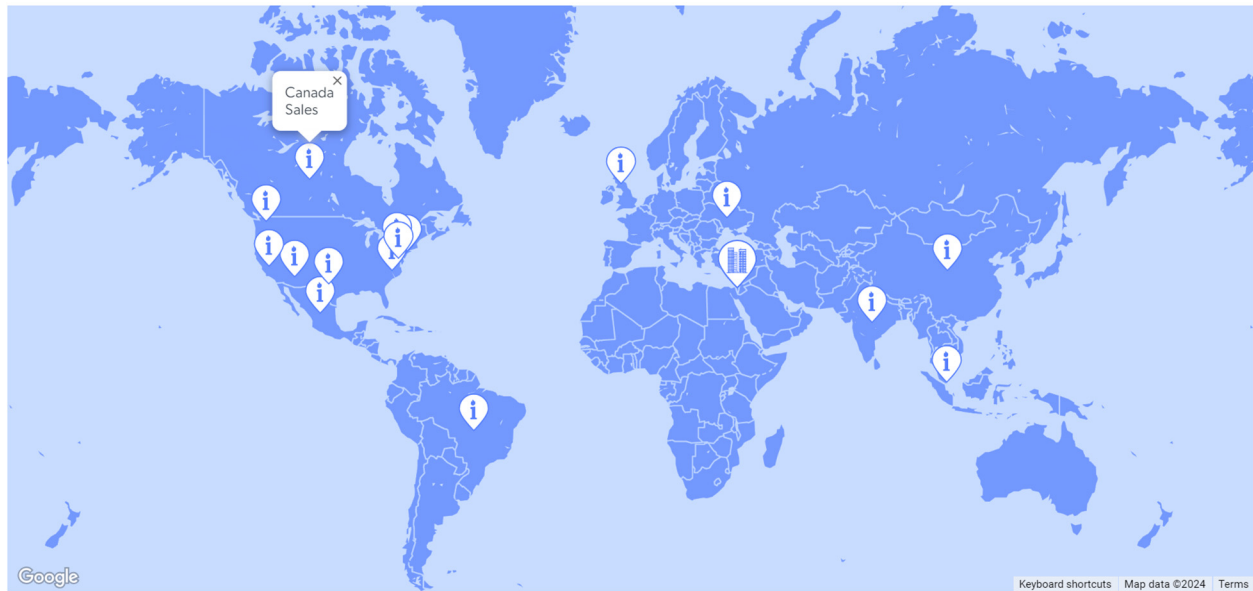
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Moved to	0
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Format changes	0

Total changes	524
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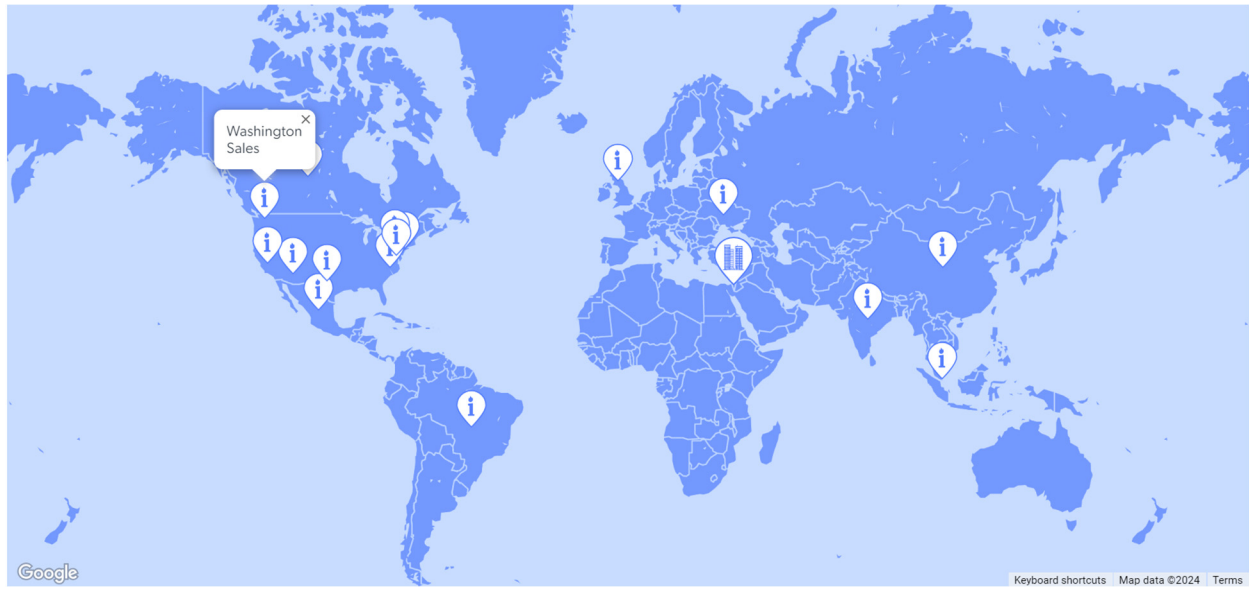


# **EXHIBIT 7**

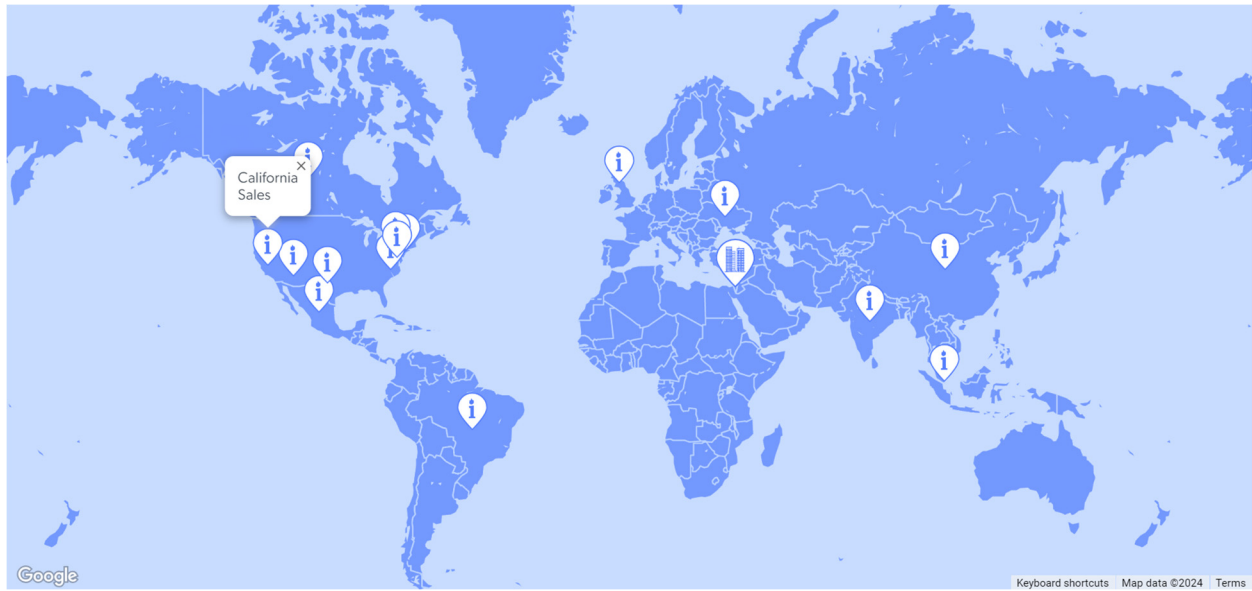
## Canada Sales



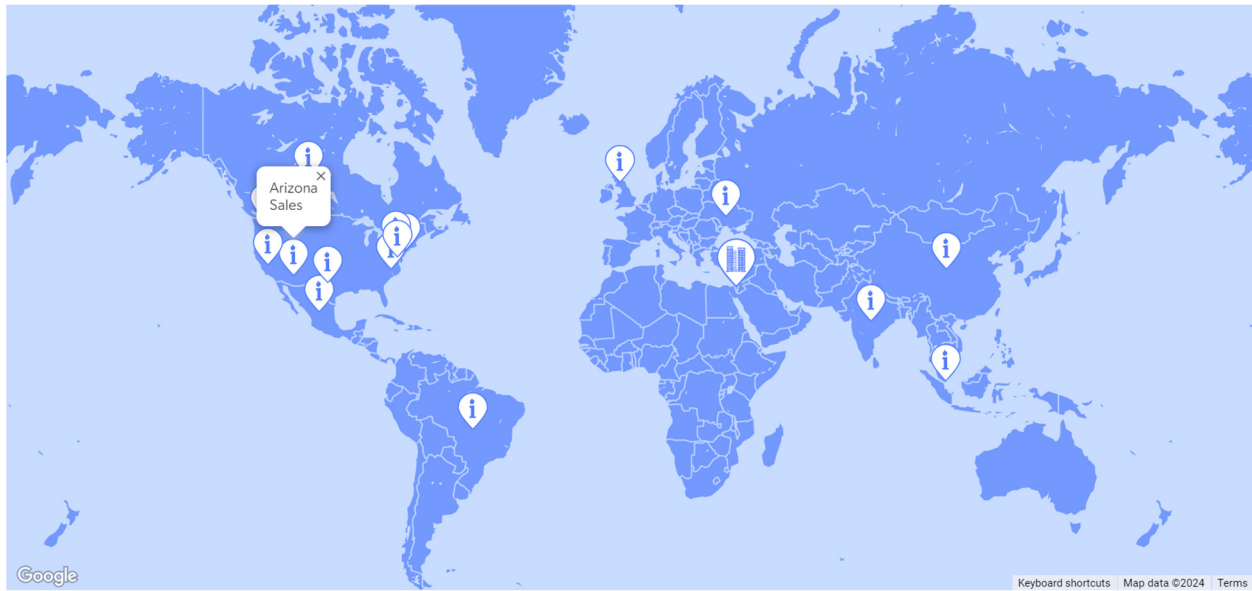
## Washington State Sales



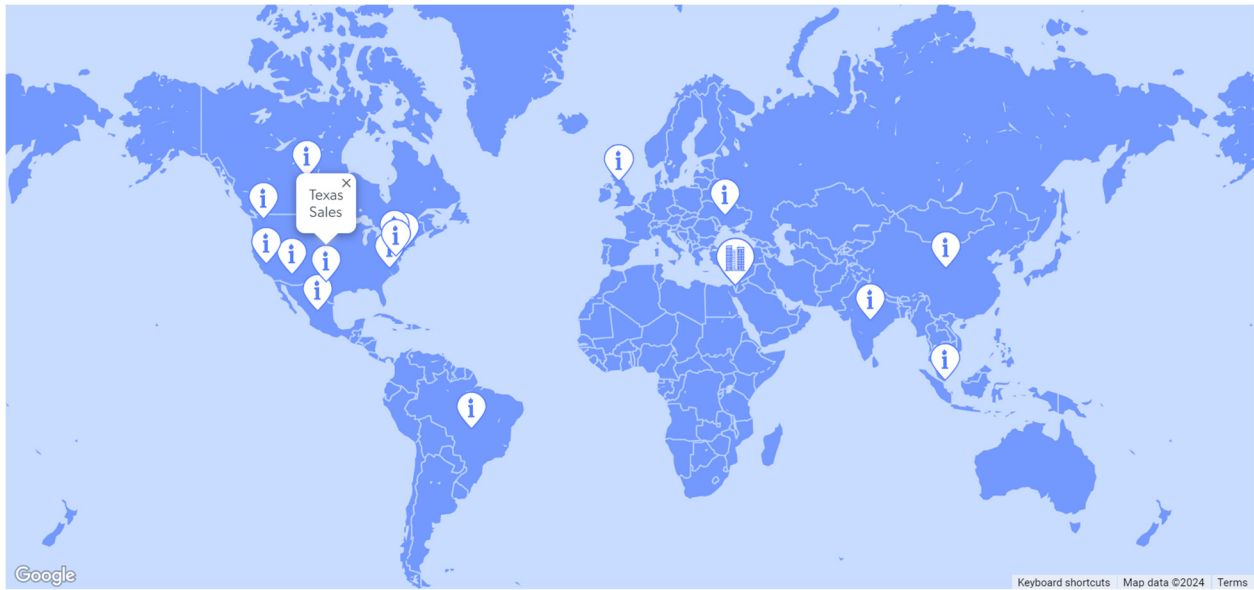
## California Sales



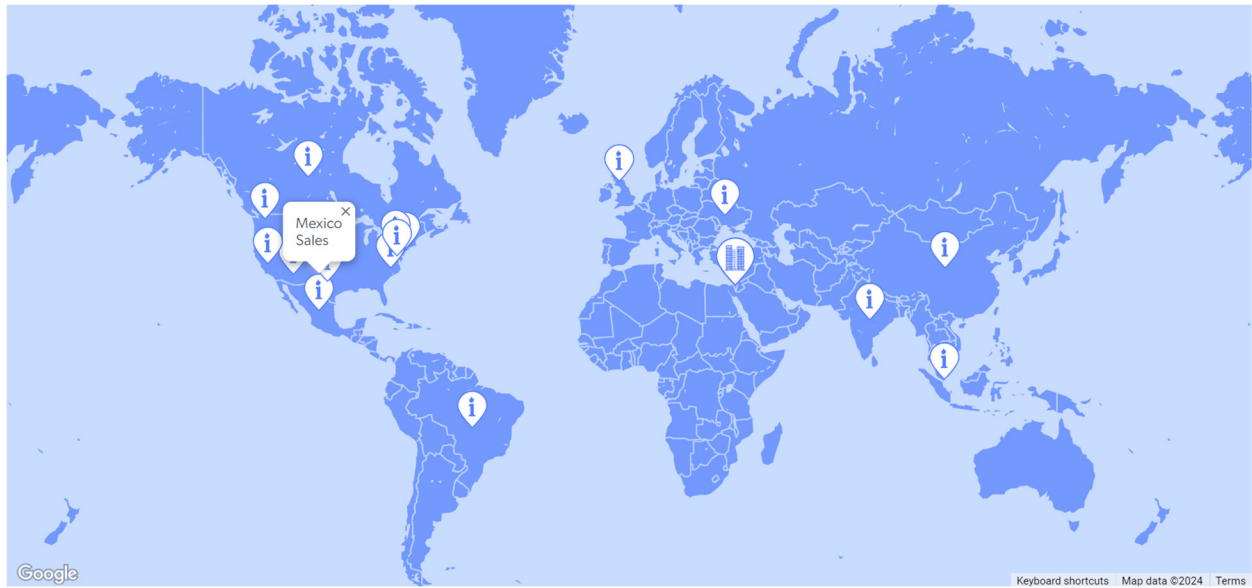
## Arizona Sales



**Texas Sales**



**Mexico Sales**

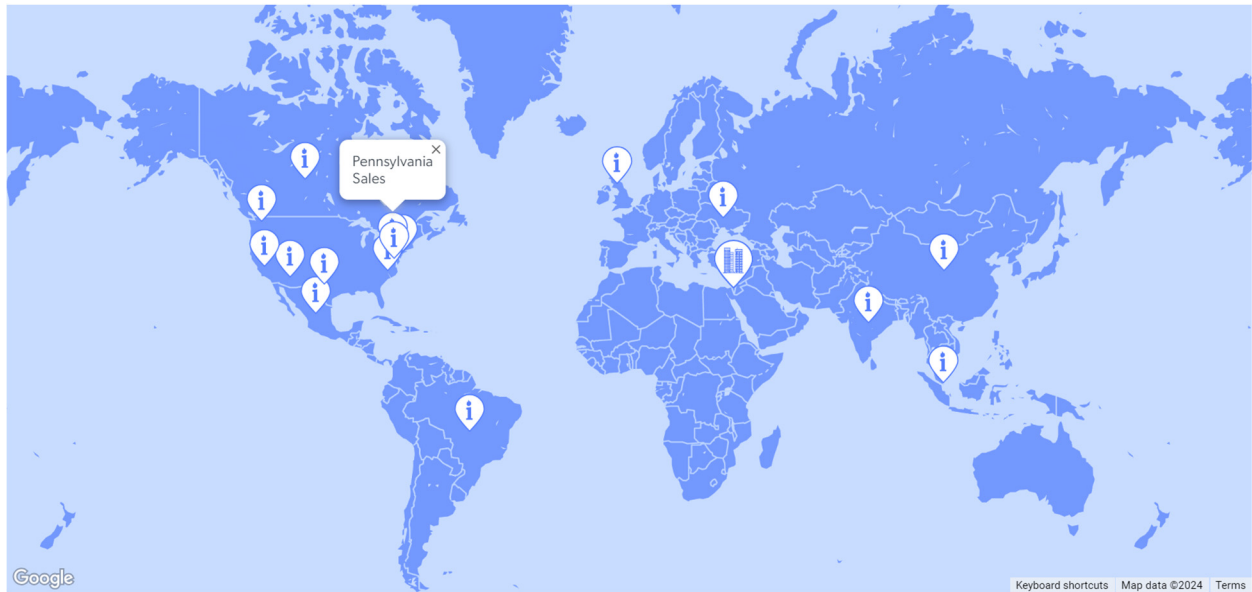




**Washington, D.C. Sales**



## **Pennsylvania Sales**



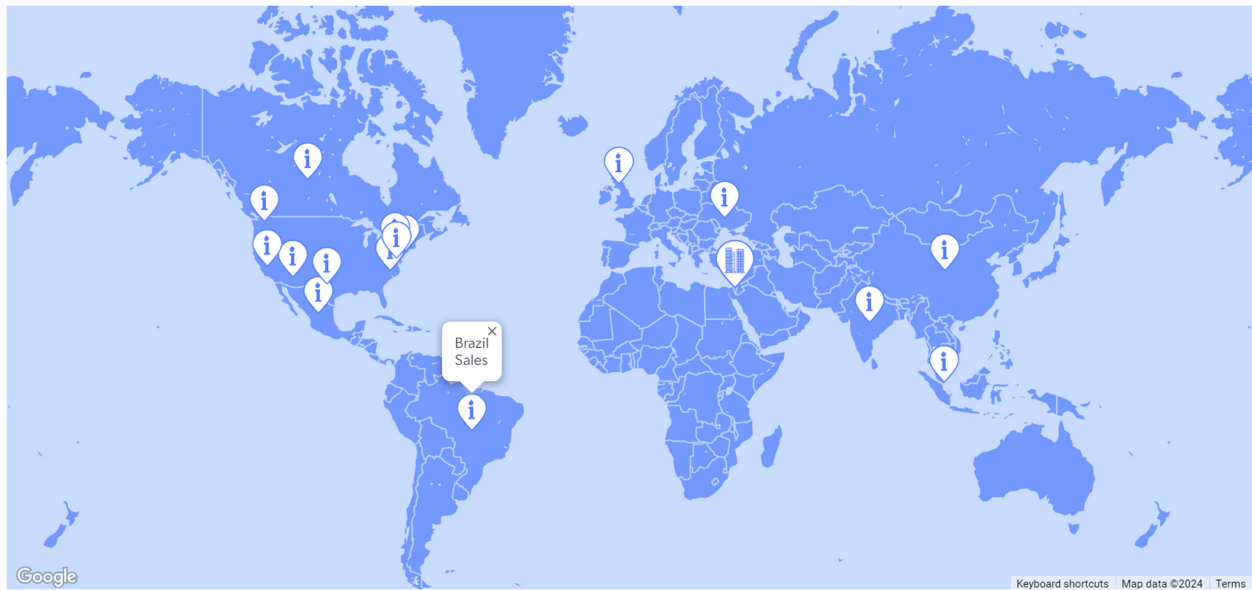
**North Carolina Sales**



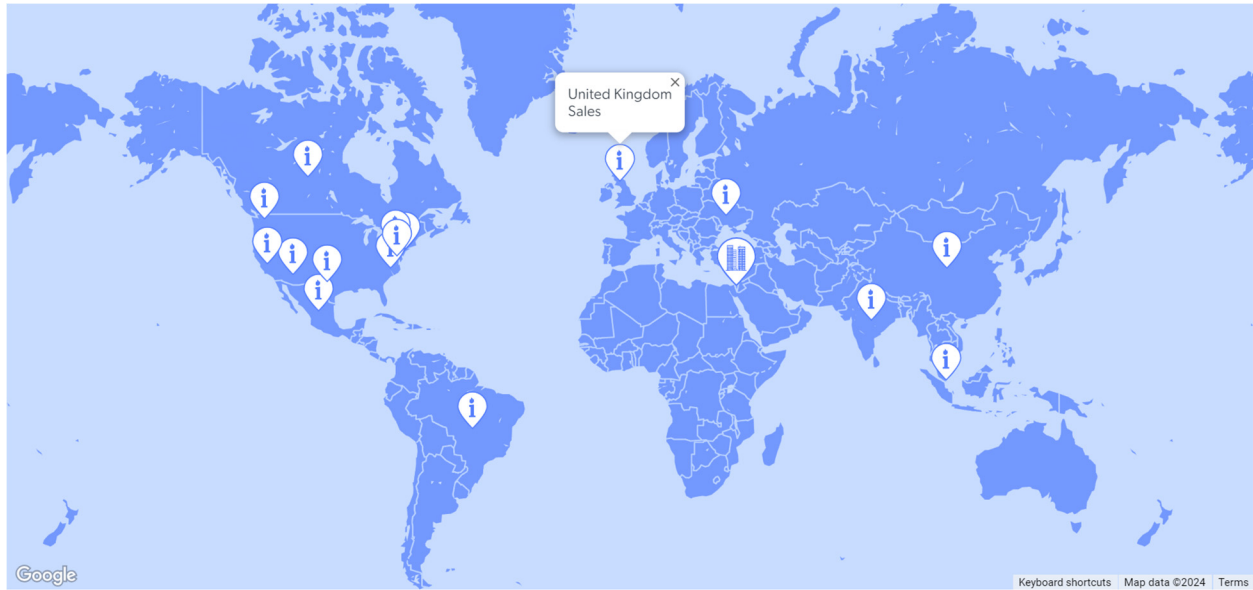
**New York Sales, Support, Account Management**



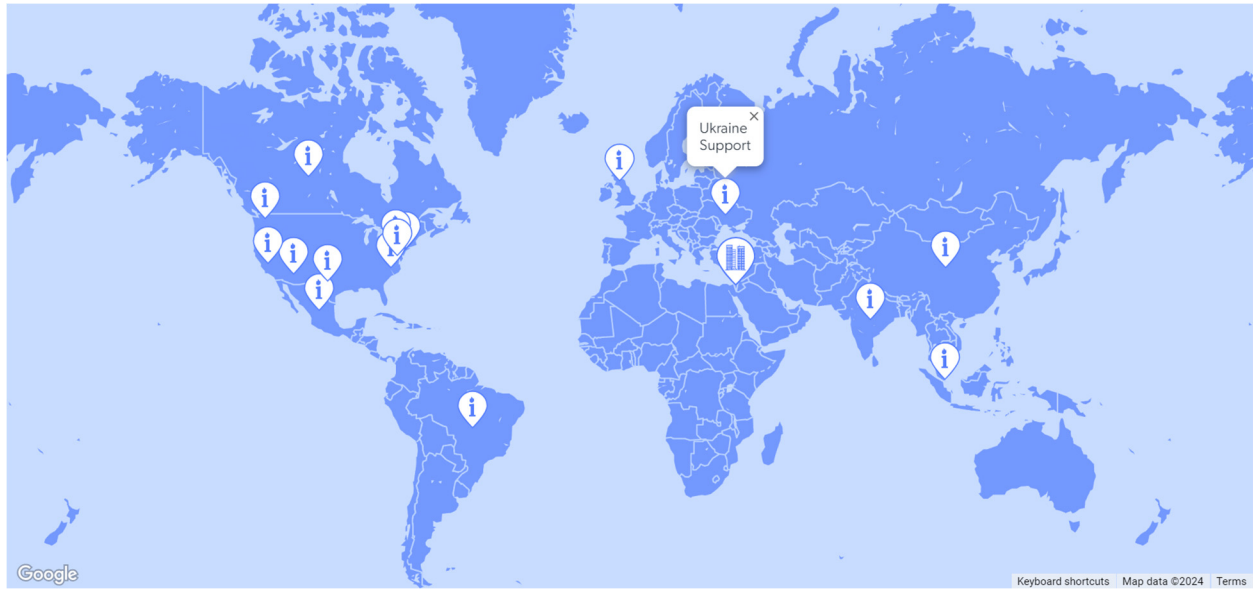
**Brazil Sales**



**United Kingdom Sales**



## Ukraine Support

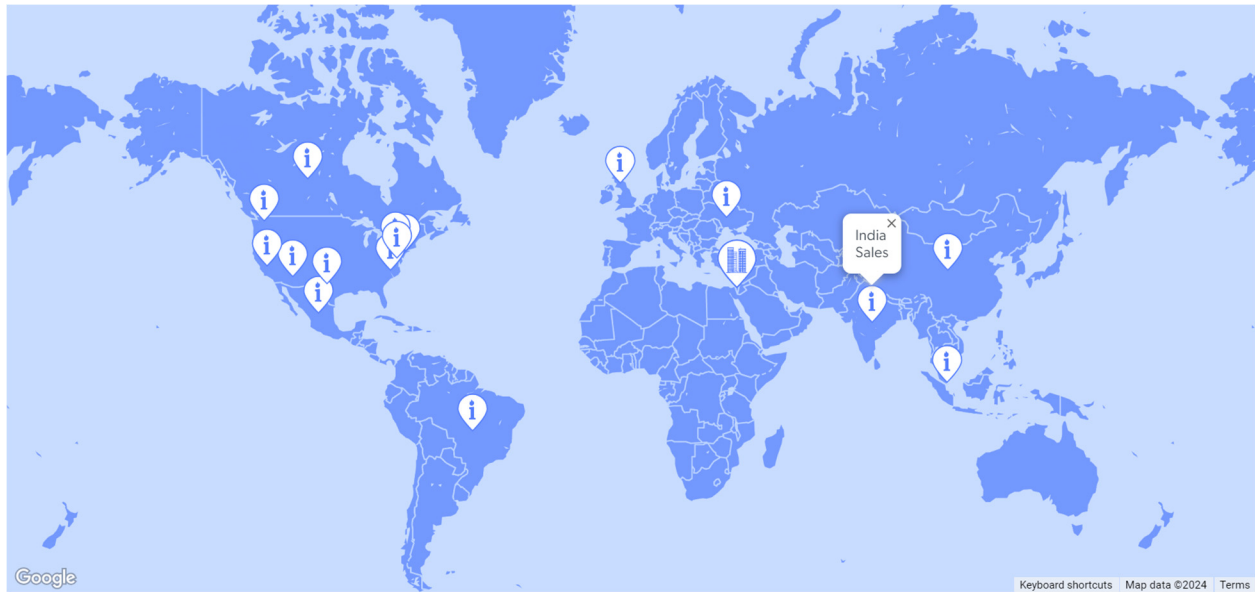




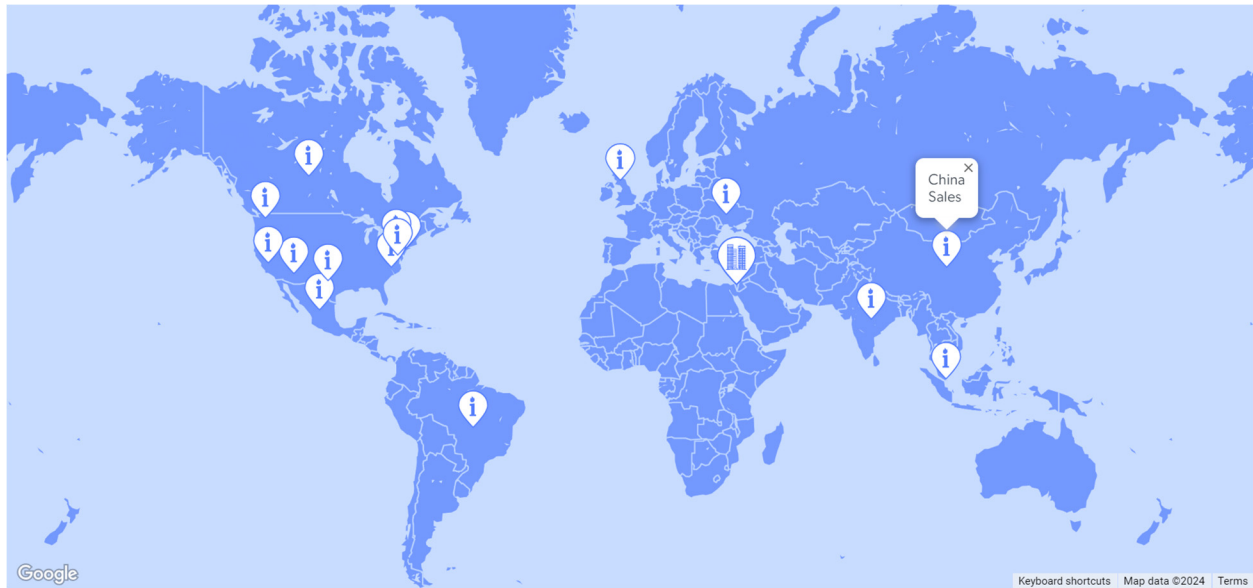
**Israel HQ Sales, Support**



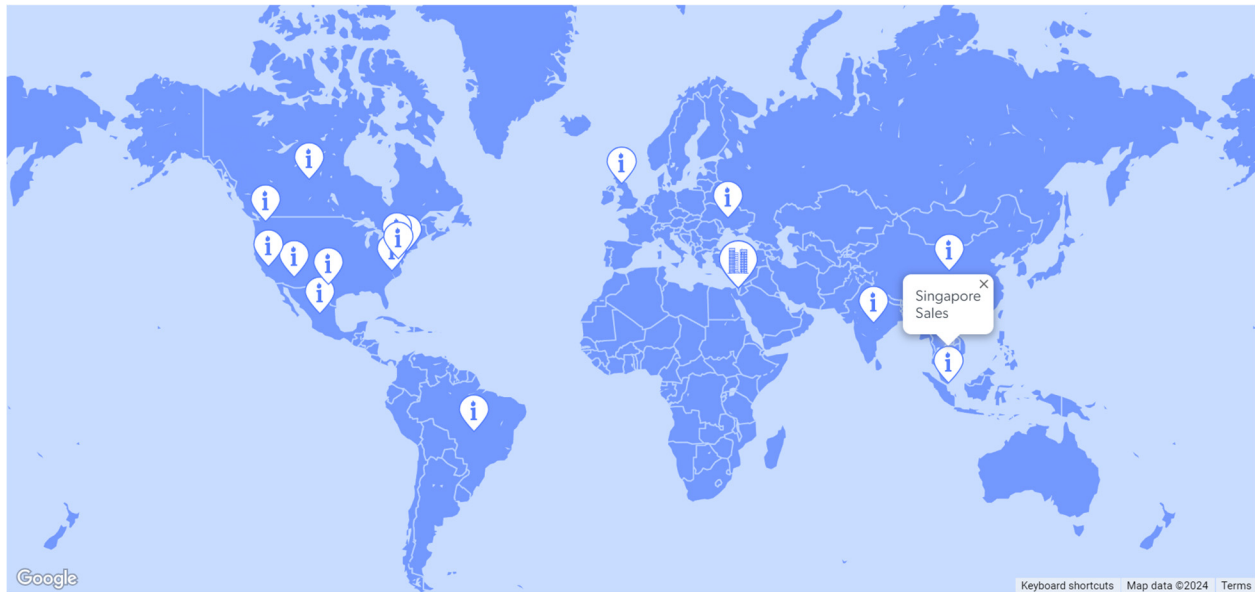
**India Sales**



**China Sales**



**Singapore Sales**



# EXHIBIT 8

Start Free Trial



Home > Proxy Locations

## Stable Proxy IPs from any country

Unlimited numbers of global proxy IPs

- ✓ Fastest proxy IP uptime
- ✓ City, state, & zip code level targeting
- ✓ Highest quality proxy IPs

Start Free Trial >



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Accessibility



### Top proxy IP locations



Residential IPs



Mobile IPs



Datacenter IPs



ISP IPs



United States  
3,761,441 IPs



Great Britain  
1,320,672 IPs



Germany  
1,083,597 IPs



Brazil  
1,797,847 IPs



France  
497,425 IPs



China  
856,625 IPs



Canada  
327,725 IPs



Spain  
501,172 IPs



Russia  
1,333,683 IPs



Japan  
409,631 IPs



South Korea  
178,692 IPs



India  
5,013,475 IPs

Start free trial >



Start free with Google

[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#)

# US Proxies

**3,761,441 US IPs**

#1 Award-winning US Proxy Network

- ✓ Fastest US proxy uptime
- ✓ City, state, & zip code level targeting
- ✓ Highest quality US proxies

[Start Free Trial](#)[Start Free With Google](#)

**Powerful US proxies,  
shared by millions of real people**

Bright Data's [Datacenter](#), [Mobile](#), [ISP](#), and [Residential proxies](#) are known as the industry standard in the United States for IPs. Bright Data USA proxy allows you to scale your web scraping and unlock any website in minutes without restriction by geolocation. Our US proxies overcome blocks all of the time.

[Start free trial](#)



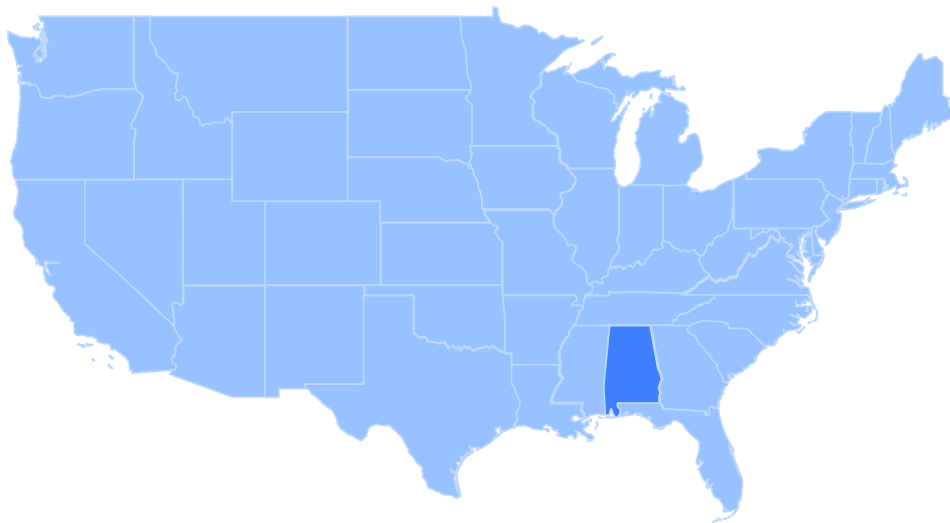
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Alabama](#)

# Alabama Proxy

Quality Alabama IPs for web scraping

## 60,801 Alabama IPs

- ✓ Best proxy uptime
- ✓ City & zip code level targeting
- ✓ #1 Award-winning Alabama Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## Powerful Alabama IPs, shared by millions of real people

Don't settle for anything but the industry standard in Alabama IPs. Bright Data's the most stable IPs network, built of Residential, Mobile, ISP, and Datacenter proxy networks. Bright Data Alabama proxy allows you to scale your [website scraping](#) and unlock any website in minutes without restriction by geolocation. Our proxies overcome all blocks all of the time.

[Start free trial >](#)

[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Alaska](#)

# Alaska Proxy

Quality Alaska IPs to scrape data off any website

## 3,827 Alaska IPs

- ✓ 99.9% Uptime
- ✓ City & zip code level targeting
- ✓ #1 Award-winning Alaska Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Fast, stable, & scalable Alaska IPs

Scaling your business with reliable and vital fresh web data in your industry is simple with Bright Data Alaska IPs. Don't fall behind because of bad or missing data because you were blocked or cloaked while [web scraping](#). Use the most reliable and fastest Alaska IPs and avoid getting blocked because of your location again.

[Start free trial](#)

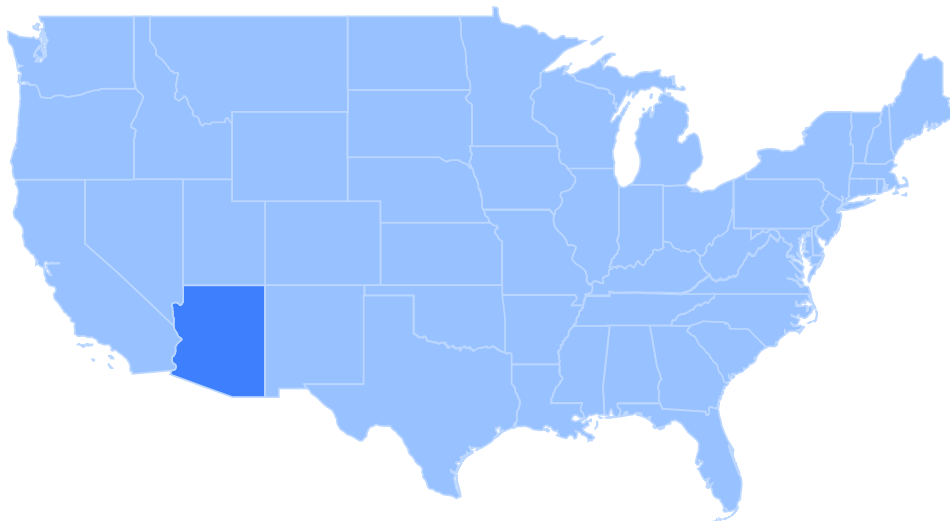
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Arizona](#)

# Arizona Proxy

Vast numbers of Arizona IPs to get data off any website

## 73,770 Arizona IPs

- ✓ Fastest Arizona proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning Arizona proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Powerful Arizona proxies for unlocking websites with total anonymity

Leverage the fastest and most powerful Arizona IPs from the industry's preeminent Arizona proxy provider to collect public web data. Track social media chatter and groups, gather public companies and jobs data, and perform price comparison and product matching for e-Commerce sites. The best proxy infrastructure ensures stable data collection at any scale, with the fastest speeds. Choose or rotate between four Bright Data Arizona proxy types: [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#). Never get restricted or misled by other websites in Arizona because of your location or IP.

[Start free trial](#)

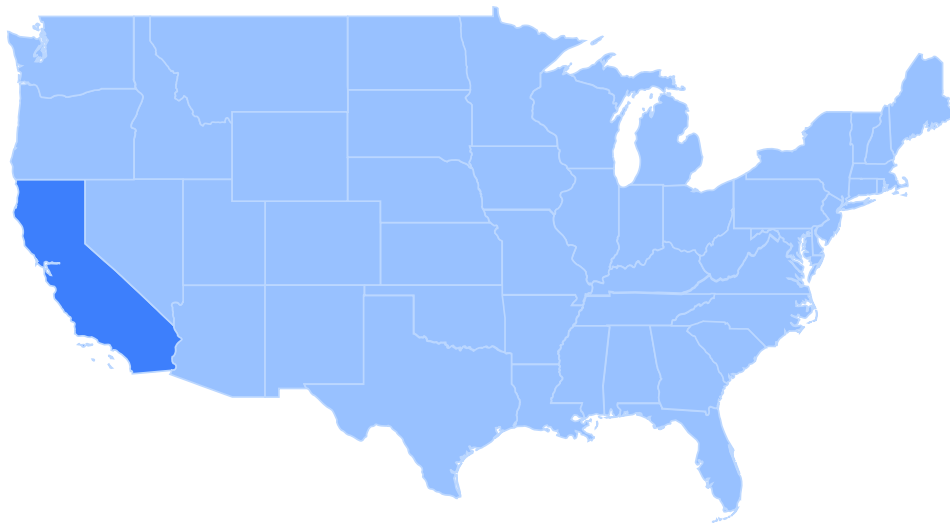
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [California](#)

# California Proxy

Vast numbers of California IPs to get data off any website

## 290,695 California IPs

- ✓ Fastest California IPs
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

[Start Free Trial >](#)[Start Free With Google](#)

## Resilient California proxies, shared by millions of real Californians

Bright Data's California Proxies consist of [Residential proxies](#), [Mobile proxies](#), [ISP proxies](#), and [Datacenter Proxy Networks](#) providing versatility of coverage that ensures your ability to unlock any public websites and collect data at scale without facing restrictions by geolocation. Overcome all blocks all of the time in California with the best-performing proxies in the industry: 99.99% network uptime, 99.99% success rates, unlimited concurrent requests, the fastest speeds and overall #1 award-winning quality of service.

[Start free trial >](#)

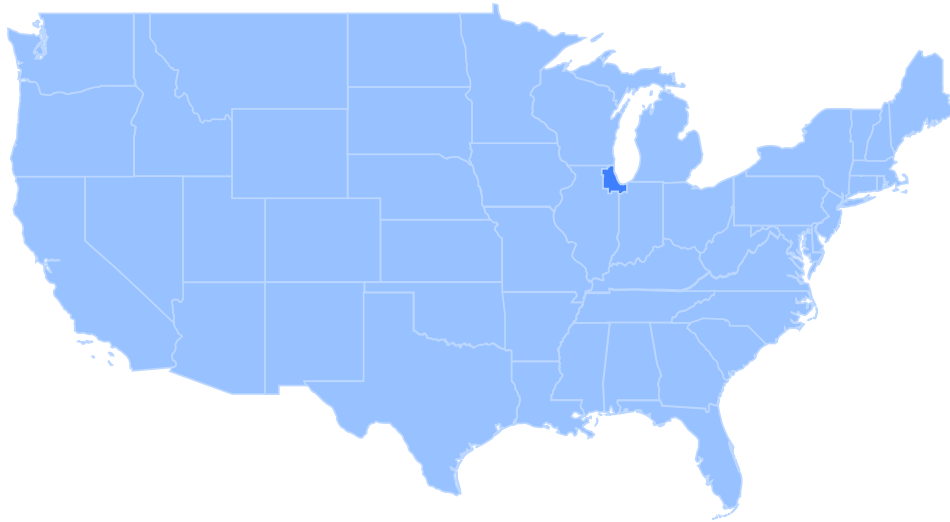
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Chicago](#)

# Chicago Proxy

Leverage superior Chicago proxies

## 48,925 Chicago IPs

- ✓ Fastest uptime
- ✓ Success rates of 99.9%
- ✓ #1 Award-winning Chicago network

[Start Free Trial >](#)[Start Free With Google](#)

## High-powered Chicago proxies

Don't get blocked from the fresh web data you need because of location-based blockades or cloaking in Chicago. Get real Chicago IPs from Bright Data's four proxy networks, including residential, mobile, ISP, and datacenter proxies to bypass obstacles to public data on any website.

[Start free trial >](#)

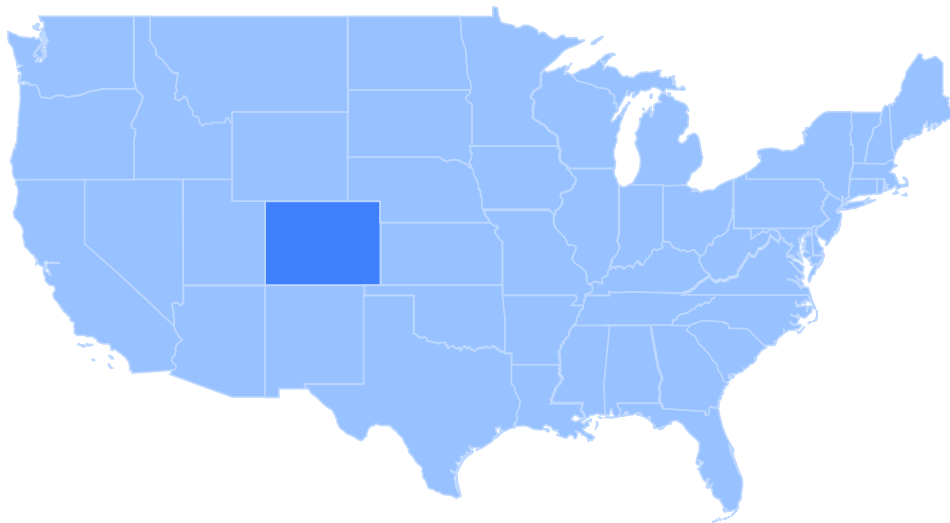
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Colorado](#)

# Colorado Proxy

Quality Colorado IPs for web scraping

## 45,929 Colorado IPs

- ✓ Fastest Colorado proxy uptime
- ✓ 99.99% Colorado IP success rates
- ✓ #1 award-winning proxy network

[Start Free Trial >](#)[Start Free With Google](#)

## Powerful Colorado IPs, shared by millions of real people

Don't settle for anything but the industry standard in Colorado IPs. Bright Data's the most stable IPs network, built of Residential, Mobile, ISP, and Datacenter proxy networks. Bright Data's Colorado proxy allows you to scale your [website scraping](#) and unlock any website in minutes without restriction by geolocation. Our proxies overcome all blocks all of the time.

[Start free trial >](#)

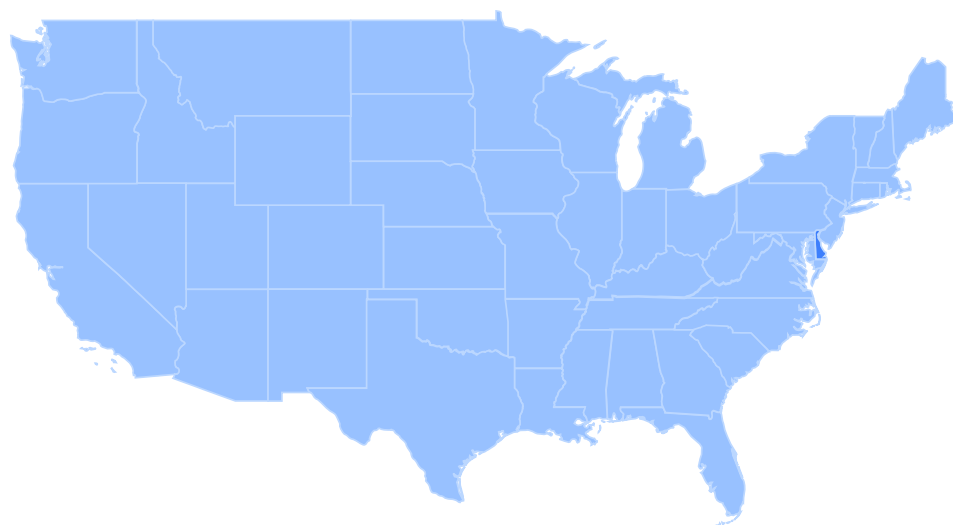
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Delaware](#)

# Delaware Proxy

Enjoy the largest pool of Delaware IPs for enterprise-grade public web data gathering at scale

## 10,808 Delaware IPs

- ✓ Fastest Delaware proxy
- ✓ City & zip level targeting
- ✓ #1 Delaware Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Delaware proxies with the [fastest network uptime](#) in the industry

Delaware's exclusive public web content is accessible effortlessly with the industry's most trusted proxy service, [Bright Data](#). Use Delaware IPs to anonymously [browse and scrape public web data](#) from Delaware location-restricted sites. Bright Data is the industry standard in Delaware proxy because of its speed, and 99.9% network uptime. Many customers switch to our premium Delaware proxy infrastructure because others failed when they needed Delaware IPs the most, when traffic peaks at large scale. Using [proxies from the US](#) has never been easier.

[Start free trial](#)

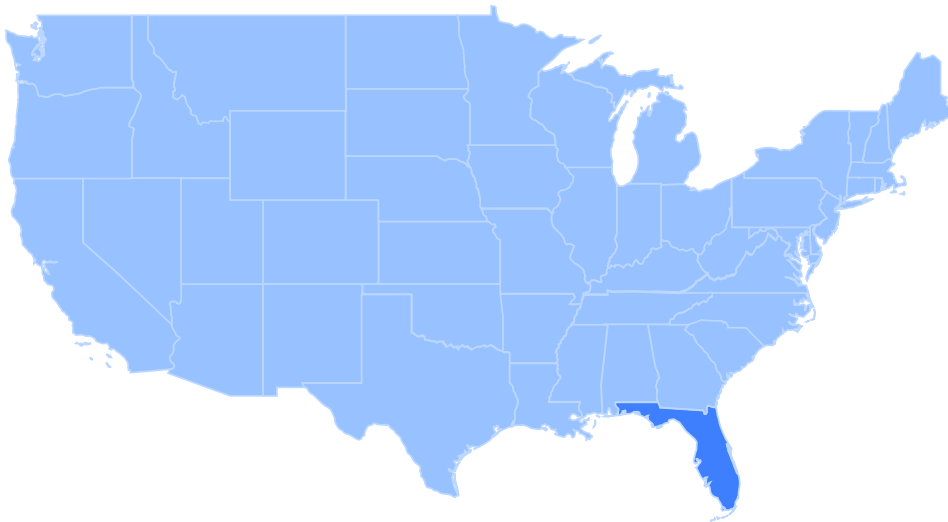
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Florida](#)

# Florida Proxy

Leverage superior Florida proxies for uninterrupted access to web data in minutes

## 263,662 Florida IPs

- ✓ Fastest Florida proxy
- ✓ City and zip code level targeting
- ✓ #1 Award-winning Florida Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## Florida proxies **without limits**

Marshall the power of Florida IPs networks to gather any website's public data in seconds to anonymously conduct price comparison, product matching, brand protection, market research, lead generation, and more. Reach any target website with the fastest speeds and without interruption with four Florida proxy types: Residential, Mobile, ISP, and Datacenter. Scale your business with uninterrupted streams of web data using Bright Data Florida proxy, and never get restricted or misled by other websites because of your location.

[Start free trial >](#)



[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Hawaii](#)

# Hawaii Proxy

Scrape websites without getting blocked

## 7,050 Hawaii IPs

- ✓ Fastest Hawaii proxy
- ✓ City and zip code level targeting
- ✓ #1 Award-winning Hawaii Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Scrape web data with unstoppable Hawaii proxies

Stop missing out on the fresh web data you need because of location-based blockades or cloaking in Hawaii. Get real Hawaii IPs from Bright Data's four proxy networks, including [residential](#), [mobile](#), [ISP](#), and [datacenter](#) proxies to bypass obstacles to public data on any website. Bright Data is the industry standard in Hawaii proxies because it is the most flexible, the fastest, most reliable, and compliant Proxy Server. The state doesn't matter? [Buy real US proxies](#).

[Start free trial](#)

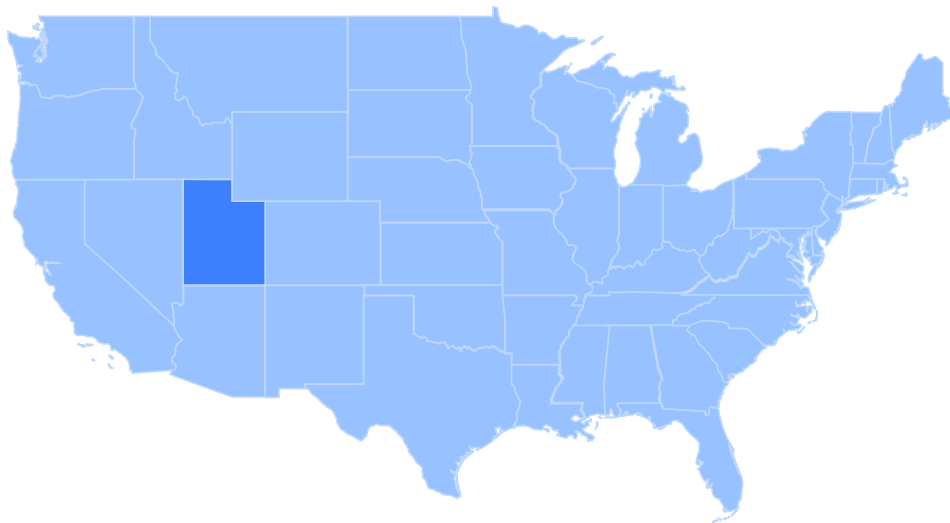
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Iowa](#)

# Iowa Proxy

Quality Iowa IPs for web scraping

## 21,447 Iowa IPs

- ✓ Fastest Iowa proxy
- ✓ City and zip level targeting
- ✓ #1 Award-winning Iowa Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Powerful Iowa IPs, shared by millions of real people

Don't settle for anything but the industry standard in Iowa IPs. Bright Data's the most stable IPs network, built of Residential, Mobile, ISP, and Datacenter proxy networks. Bright Data Iowa proxy allows you to scale your [website scraping](#) and unlock any website in minutes without restriction by geolocation. Our proxies overcome all blocks all of the time.

[Start free trial](#)

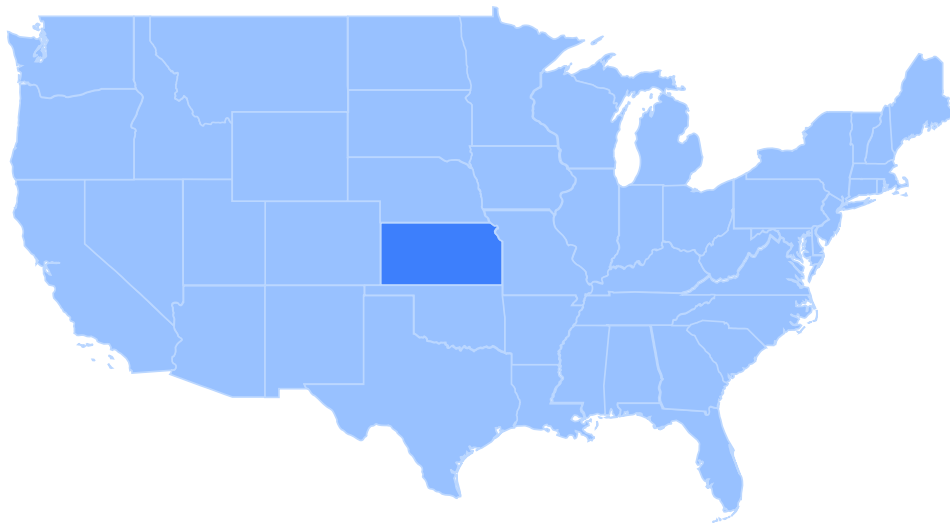
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Kansas](#)

# Kansas Proxy

The best Kansas IPs for web scraping and browsing.

## 19,739 Kansas IPs

- ✓ Fastest proxy
- ✓ City, state zip level targeting
- ✓ #1 Award-winning Kansas Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Best-performing Kansas IPs for web scraping and data collection

Don't settle for anything less than the industry leader when it comes to Kansas proxies. Bright Data's the most stable and reliable award-winning IPs network in Kansas, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Kansas IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#).

[Start free trial](#)

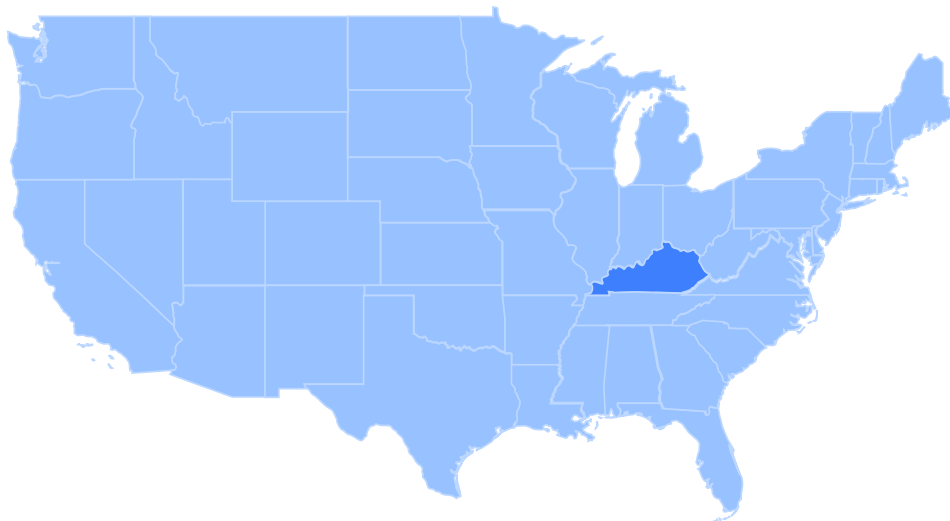
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Kentucky](#)

# Kentucky Proxy

Start using high-quality Kentucky IPs ethically-sourced from devices of real people

## 53,995 Kentucky IPs

- ✓ Fastest proxy
- ✓ City & zip level targeting
- ✓ #1 Award-winning Kentucky Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## The best-performing Kentucky proxy, shared by millions of real people

Don't settle for anything but the industry standard in Kentucky IP proxies. Bright Data's the most stable IPs network in Kentucky, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Kentucky proxy networks. Bright Data Kentucky proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Kentucky proxies overcome all blocks all of the time.

[Start free trial >](#)

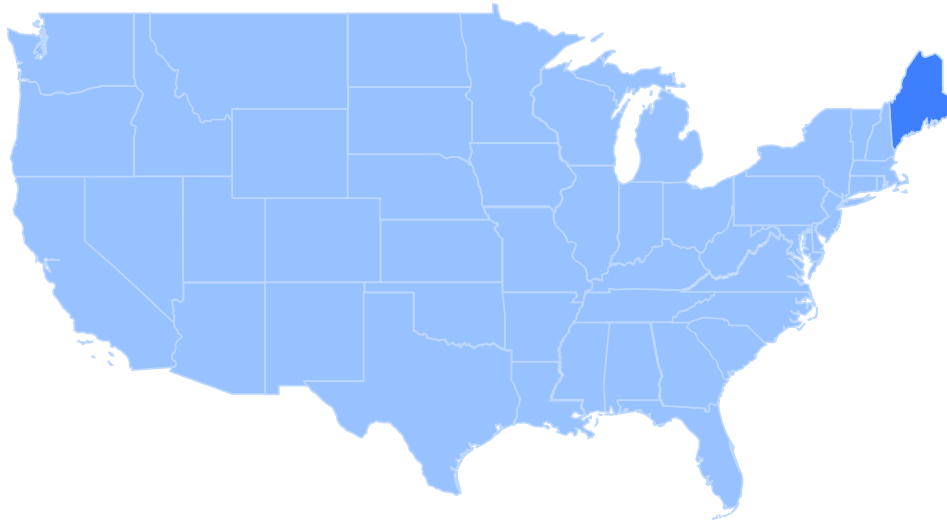
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Maine](#)

# Maine Proxy

Quality Maine IP's to collect any public web data

## 8,485 Maine IPs

- ✓ Fastest uptime proxies
- ✓ City & state level targeting
- ✓ #1 Award-winning Maine Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## The best-performing San Maine proxy, shared by millions of real people

Don't settle for anything but the industry standard in Maine proxies. Bright Data's the most stable IPs network in Maine, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Maine proxy networks. Bright Data Maine proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Maine proxies overcome all blocks all of the time.

[Start free trial >](#)

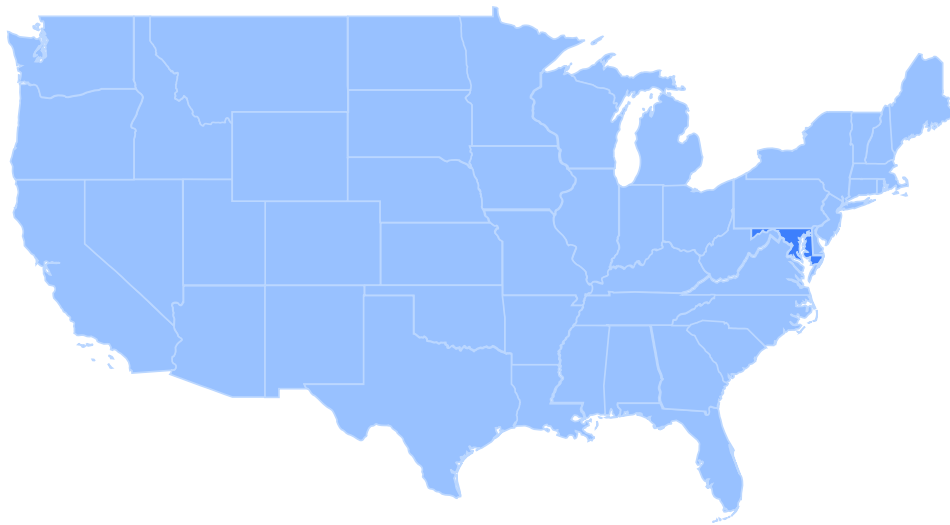
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Maryland](#)

# Maryland Proxy

Maryland IP's to collect any public web data

## 73,690 Maryland IPs

- ✓ Fastest proxy in Maryland
- ✓ City and zip code level targeting
- ✓ #1 Award-winning Maryland Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## The best-performing Maryland proxy, shared by millions of real people

Don't settle for anything but the industry standard in Maryland IP proxies. Bright Data's the most stable IPs network in Maryland, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Maryland proxy networks. Bright Data Maryland proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Maryland proxies overcome all blocks all of the time.

[Start free trial](#)

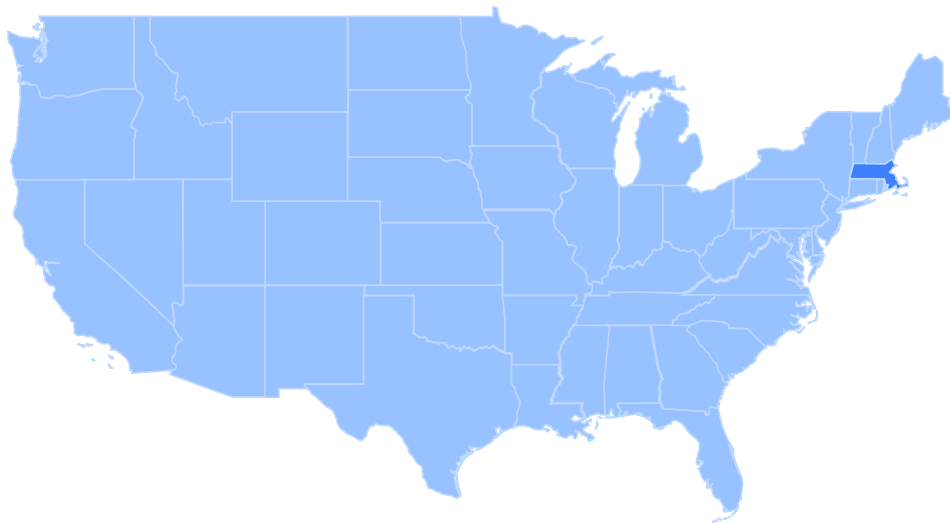
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Massachusetts](#)

# Massachusetts Proxy

The best Massachusetts IPs for web scraping and browsing

## 58,446 Massachusetts IPs

- ✓ Fastest proxy in Massachusetts
- ✓ City & zip code level targeting
- ✓ #1 Award-winning Massachusetts proxy network

[Start Free Trial >](#)[Start Free With Google](#)

## Best-performing Massachusetts IPs for web scraping and data collection

Don't settle for anything less than the industry leader when it comes to Massachusetts proxies. Bright Data's the most stable and reliable award-winning IPs network in Massachusetts, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Massachusetts IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [US proxies network](#)

[Start free trial >](#)

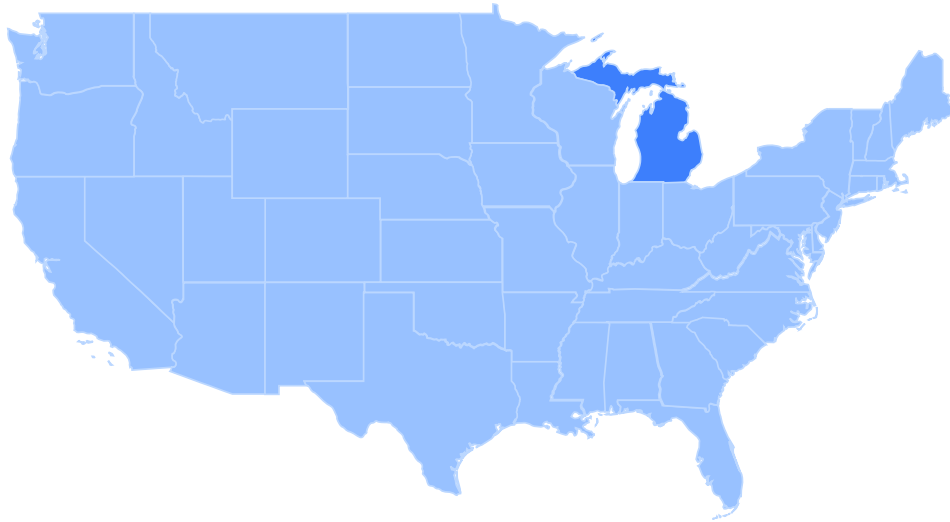
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Michigan](#)

# Michigan Proxy

Quality Michigan IP's to collect any public web data

## 95,800 Michian IPs

- ✓ Fastest proxy in Michigan
- ✓ City & zip code level targeting
- ✓ #1 Award-winning Michigan Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## The best-performing Michigan proxy, shared by millions of real people

Don't settle for anything but the industry standard in Michigan IP proxies. Bright Data's the most stable IPs network in Michigan, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Michigan proxy networks. Bright Data Michigan proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Michigan proxies overcome all blocks all of the time.

[Start free trial >](#)



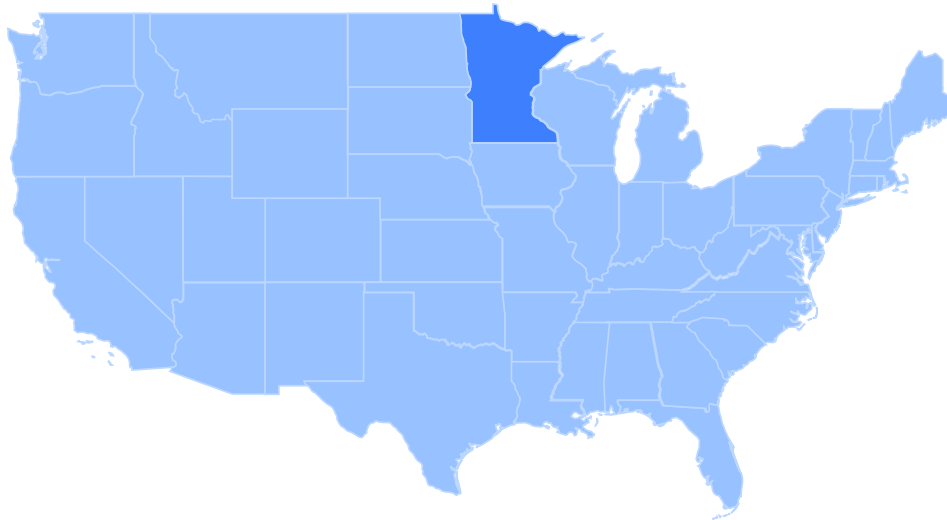
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Minnesota](#)

# Minnesota proxy

The best Minnesota IPs for web scraping and browsing.

## 45,983 Minnesota IPs

- ✓ Fastest proxy in Minnesota
- ✓ Target any city & zip code
- ✓ #1 Award-winning Minnesota Proxy Network

[Start Free Trial >](#)[Start Free With Google](#)

## Best-performing Minnesota IPs for web scraping

Don't settle for anything less than the industry leader when it comes to Minnesota proxies. Bright Data's the most stable and reliable award-winning IPs network in Minnesota, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Minnesota IPs allow you to scale your website scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#).

[Start free trial >](#)

Accessibility

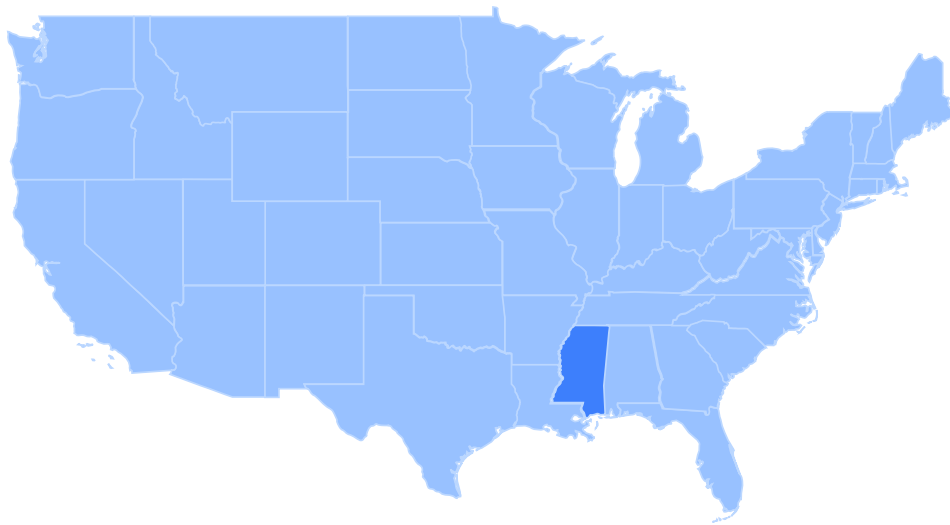
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Mississippi](#)

# Mississippi proxy

The best Mississippi IPs for web scraping and browsing.

## 40,697 Mississippi IPs

- ✓ Fastest Mississippi proxy
- ✓ City, zip code targeting level
- ✓ #1 Award-winning Mississippi Proxy Network

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## Best-performing Mississippi IPs for web scraping and data collection

Don't settle for anything less than the industry leader when it comes to Mississippi proxies. Bright Data's the most stable and reliable award-winning IPs network in Mississippi, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Mississippi IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#).

[Start free trial >](#)

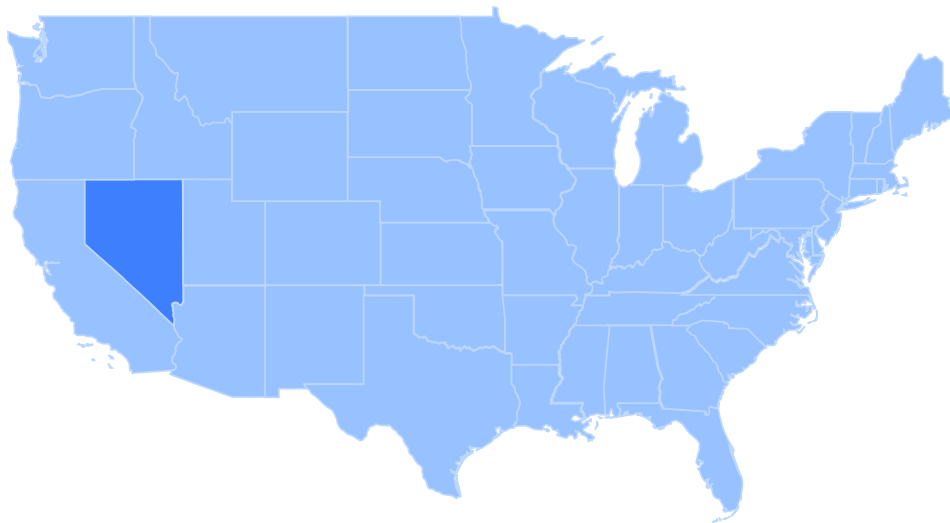
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Nevada](#)

# Nevada IPs

High number of real Nevada IPs to scrape public web data

## 31,651 Nevada IPs

- ✓ Fastest Nevada proxy uptime
- ✓ 99.99% proxy success rates
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## The ultimate Nevada proxy service, shared by millions of real people

Don't settle for anything but the industry standard in Nevada proxies. Bright Data's the most stable IPs network in Maine, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Nevada proxy networks. Bright Data's Nevada proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Nevada proxies overcome all blocks all of the time.

[Start free trial](#)

[Start Free Trial](#)[Home](#) [Proxy locations](#) [United States](#) [New Jersey](#)

# New Jersey Proxy

Scrape website with New Jersey IPs without getting blocked.

**99,856 New Jersey IPs**

- ✓ Fastest proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 Award-winning Proxy Network

[Accessibility](#)

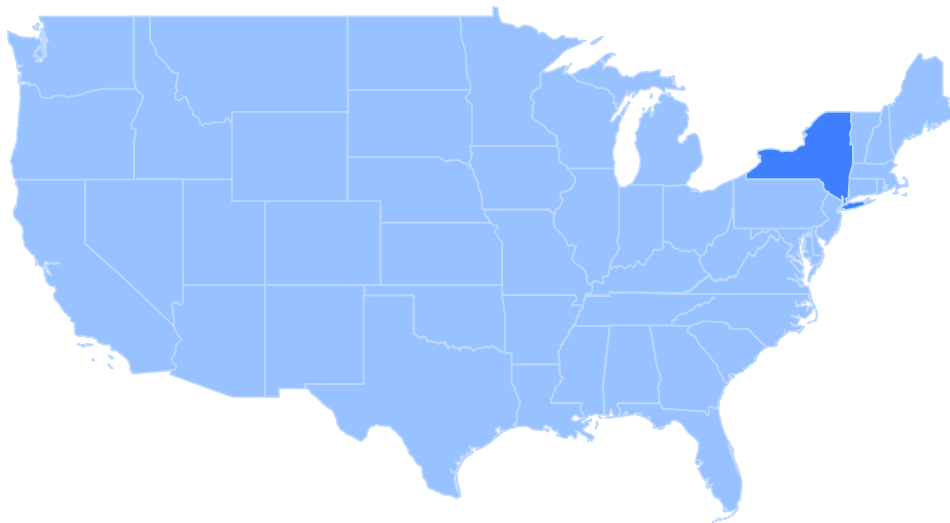
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [New York](#)

# New York Proxy

Use the best-performing New York IPs to unlock and collect public data from the web.

## 214,909 New York IPs

- ✓ Fastest NY proxy uptime
- ✓ City and zip code level targeting
- ✓ 99.99% success rates

[Start Free Trial](#) >[Start Free With Google](#)

## High-powered New York proxies, shared by millions of real New Yorkers

Don't get blocked from the fresh web data you need because of location-based blockades or cloaking in New York. Get real New York IPs from Bright Data's four New York proxy networks, including residential, mobile, ISP, and datacenter proxies to bypass obstacles to [scraping public data on any website](#). Bright Data is the industry standard in New York proxies because it is the most flexible, the fastest, most reliable, and compliant New York Proxy Server. Bright Data's limitless number of NY-based IPs and proxy infrastructure for New York enables you to collect data uninterrupted when you need New York proxies the most, when traffic peaks at large scale.

[Start free trial](#) >

[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [North Carolina](#)

# North Carolina Proxies

#1 Award-winning North Carolina Proxy Network for enterprise-grade web scraping

## 134,739 North Carolina IPs

- ✓ Fastest NC proxy uptime
- ✓ City and zip code level targeting
- ✓ 99.99% proxy success rates

[Start Free Trial >](#)[Start Free With Google](#)

## Highest success rates for North Carolina proxies

Scrape web data you need with the most powerful North Carolina IPs. From [brand protection](#) to SEO monitoring, lead generation, [product matching and price comparison](#), Bright Data's North Carolina proxies infrastructure is truly scalable and the reliable choice of Fortune 500 companies and over 15K+ businesses. Need IPs from the US? try our [award-winning US proxy IPs](#).

[Start free trial >](#)

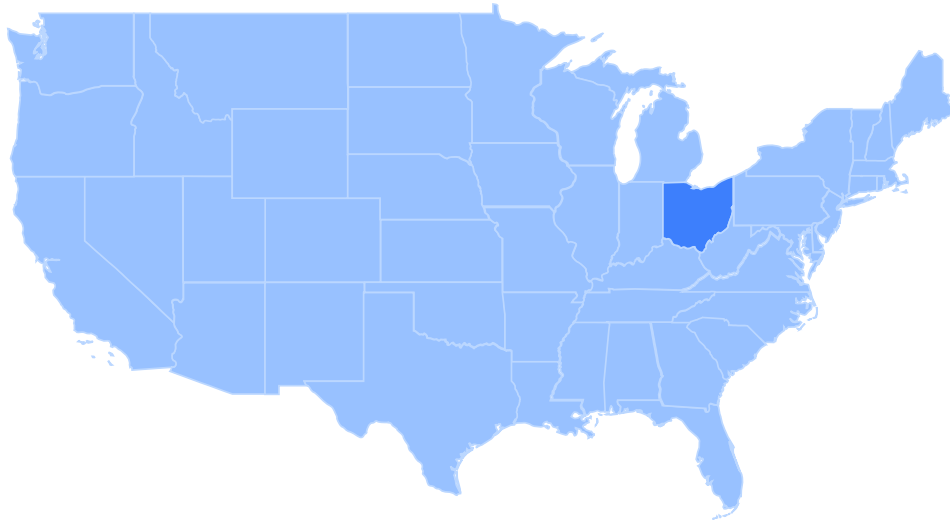
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Ohio](#)

# Ohio IPs

The best Ohio proxy IPs for web scraping and browsing.

## 126,464 Ohio IPs

- ✓ Fastest proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 Award-winning US Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Best-performing Ohio IPs for web scraping and data collection

Don't settle for anything less than the industry leader when it comes to Ohio proxies. Bright Data's the most stable and reliable award-winning IPs network in Ohio, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Ohio IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#).

[Start free trial](#)

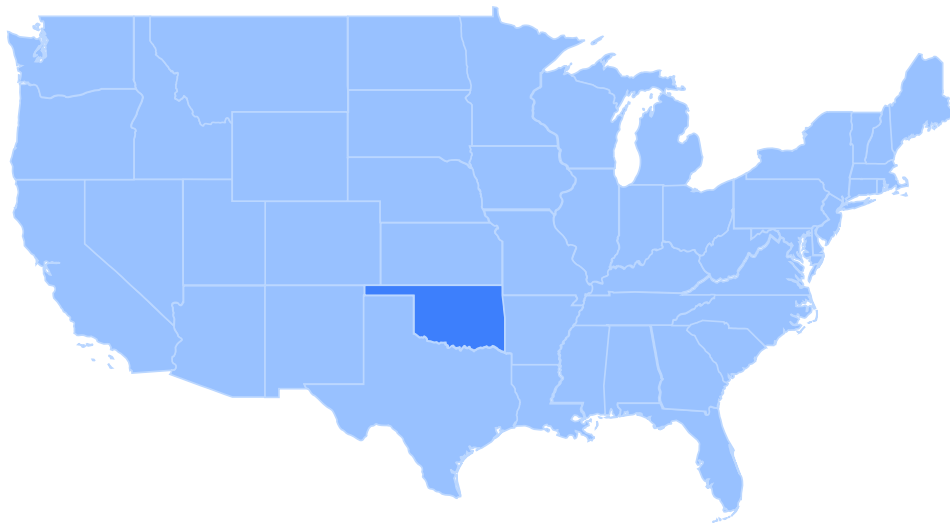
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Oklahoma](#)

# Oklahoma Proxy

Quality Oklahoma IPs to bypass geo-restrictions

## 32,548 Oklahoma IPs

- ✓ Fastest Oklahoma IPs
- ✓ 99.99% Oklahoma proxy success rates
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## The best choice for Oklahoma IPs

Oklahoma's exclusive public web content is now accessible effortlessly without blocks or interruptions with the industry's most trusted Oklahoma proxies, Bright Data. Use Oklahoma IPs for [website scraping](#) data from US location-restricted sites with total anonymity regardless of your location. For millions of IPs from all over the US, [click here](#).

[Start free trial](#)



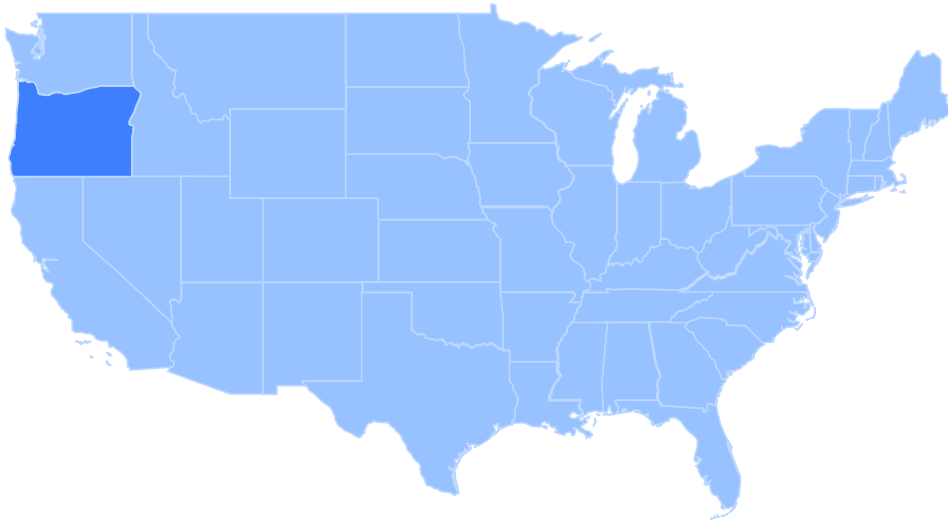
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Oregon](#)

# Oregon Proxy

The best Oregon IPs for web scraping and browsing.

## 28,775 Oregon IPs

- ✓ Fastest Oregon proxy
- ✓ City level and zip code targeting
- ✓ #1 Award-winning Oregon proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Best-performing Oregon IPs for web scraping

Don't settle for anything less than the industry leader when it comes to Oregon proxies. Bright Data's the most stable and reliable award-winning IPs network in Oregon, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Oregon IPs allow you to scale your website scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#)

[Start free trial](#)

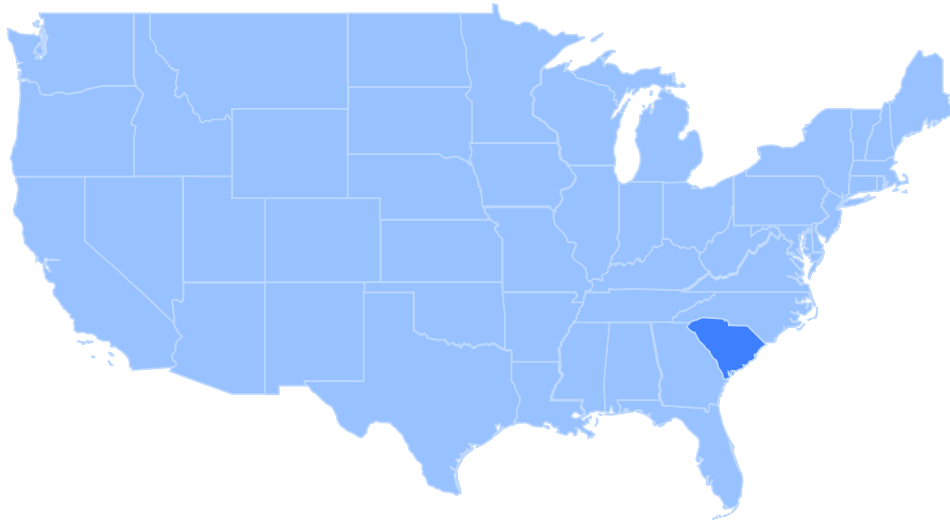
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [South Carolina](#)

# South Carolina Proxy

The best South Carolina IPs for web scraping and browsing

## 66,530 South Carolina IPs

- ✓ Fastest South Carolina proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Best-performing real South Carolina IPs for scraping and data collection

Don't settle for anything less than the industry leader in South Carolina proxies. Bright Data's the most stable and reliable IPs network in South Carolina, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data South Carolina IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. The city doesn't matter? Use the [widest United States proxies network](#).

[Start free trial](#)

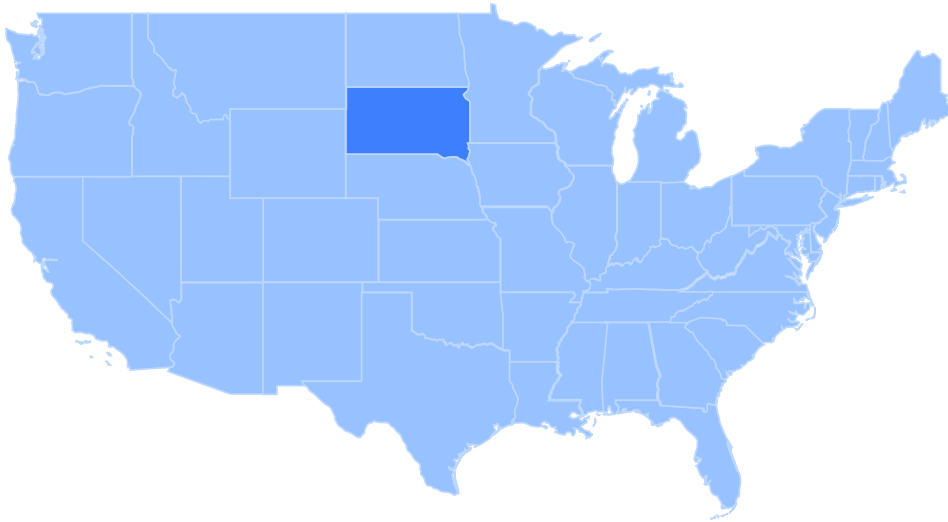
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [South Dakota](#)

# South Dakota Proxy

Scrape website with South Dakota IPs without getting blocked.

## 4,942 South Dakota IPs

- ✓ Fastest South Dakota proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Get accurate public web data with unstoppable South Dakota IPs

Stop missing out on the fresh web data you need because of location-based blockades or cloaking in South Dakota. Get real South Dakota IPs from Bright Data's four proxy networks, including [residential](#), [mobile](#), [ISP](#), and [datacenter](#) proxies to bypass obstacles to public data on any website. Bright Data is the industry standard in proxies because it is the most flexible, the fastest, most reliable, and compliant [Proxy Server](#).

[Start free trial](#)

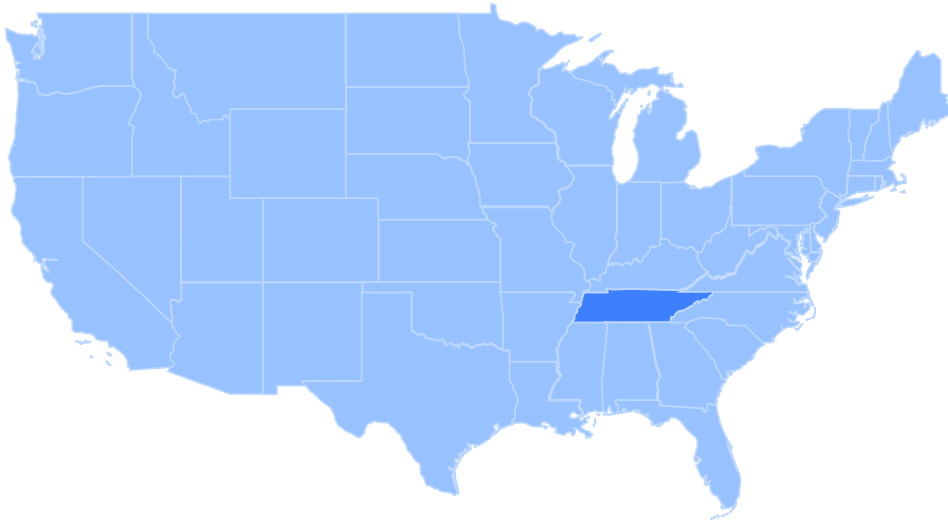
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Tennessee](#)

# Tennessee Proxy

The best Tennessee IPs for web scraping and browsing.

## 84,165 Tennessee IPs

- ✓ Fastest proxy
- ✓ City & zip level targeting
- ✓ #1 Award-winning Tennessee Proxy Network

[Start Free Trial](#)[Start Free With Google](#)

## Best-performing Tennessee IPs for web scraping and data collection

Don't settle for anything less than the industry leader when it comes to Tennessee proxies. Bright Data's the most stable and reliable award-winning IPs network in Tennessee, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Tennessee IPs allow you to scale your data scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [USA proxies network](#)

[Start free trial](#)

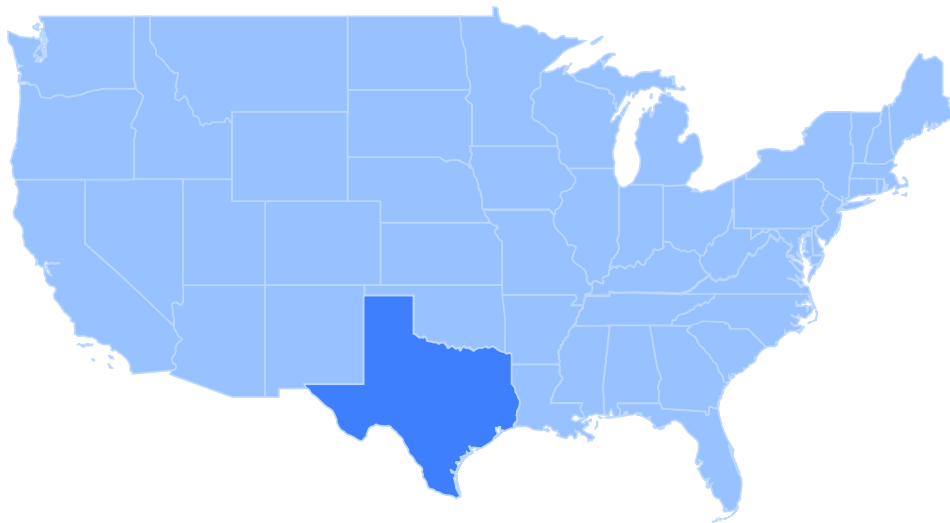
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Texas](#)

# Texas Proxy

Premium Texas IPs proxy for unimpeded gathering of public web data in minutes

## 293,143 Texas IPs

- ✓ Fastest Texas proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Powerful Texas proxies for unlocking websites with total anonymity

Leverage the fastest and most powerful Texas IPs from the industry's preeminent Texas Proxy Provider to collect public web data. Track social media chatter and groups, gather public companies and jobs data, and perform price comparison and product matching for e-Commerce sites. The best proxy infrastructure ensures stable data collection at any scale, with the fastest speeds. Choose or rotate between four Bright Data Texas Proxy types: [Residential IPs](#), [Mobile IPs](#), [ISP proxies](#), and [Datacenter proxies](#). Never get restricted or misled by other websites in Texas because of your location or IP.

[Start free trial](#)

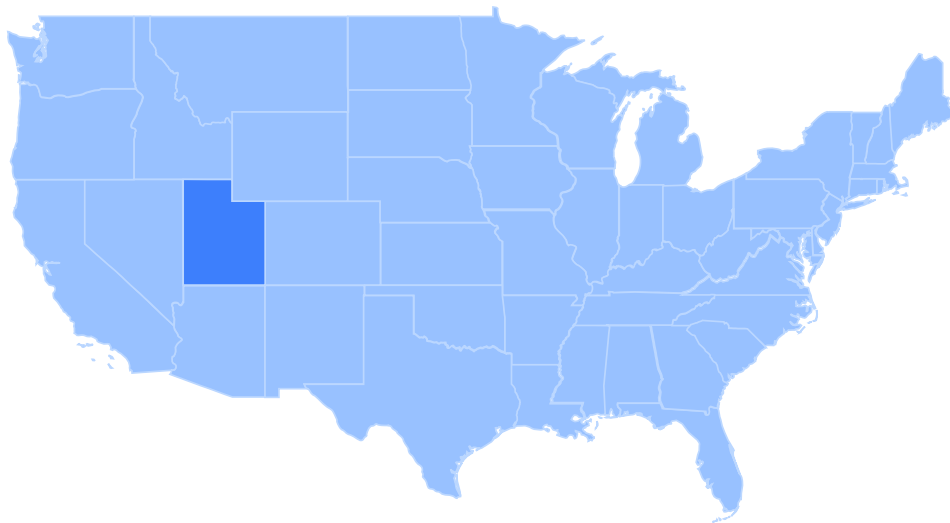
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Utah](#)

# Utah Proxies

Quality Utah IPs for web scraping

## 23,313 Utah IPs

- ✓ Fastest Utah proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

[Start Free Trial](#)[Start Free With Google](#)

## Powerful Utah IPs, shared by millions of real people

Don't settle for anything but the industry standard in Utah IPs. Bright Data's the most stable IPs network, built of Residential, Mobile, ISP, and Datacenter proxy networks. Bright Data Utah proxy allows you to scale your [website scraping](#) and unlock any website in minutes without restriction by geolocation. Our proxies overcome all blocks all of the time.

[Start free trial](#)

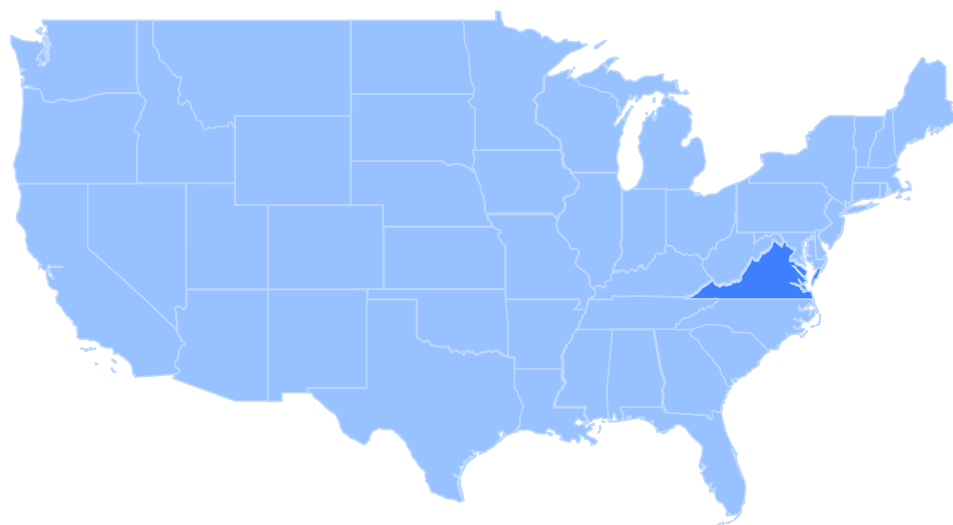
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Virginia](#)

# Virginia Proxy

Best Virginia IP's to collect any public web data

## 91,027 Virginia IPs

- ✓ Fastest Virginia proxy uptime
- ✓ 99.99% proxy success rates
- ✓ #1 award-winning proxy network

[Start Free Trial >](#)[Start Free With Google](#)

## The best-performing Virginia proxy, shared by millions of real people

Don't settle for anything but the industry standard in Virginia proxies. Bright Data's the most stable IPs network in Virginia, built of [Residential](#), [Mobile](#), [ISP](#), and [Datacenter](#) Virginia proxy networks. Bright Data Virginia proxy allows you to scale your data collection and unlock any website in minutes without restriction by geolocation. Our Virginia proxies overcome all blocks all of the time.

[Start free trial >](#)

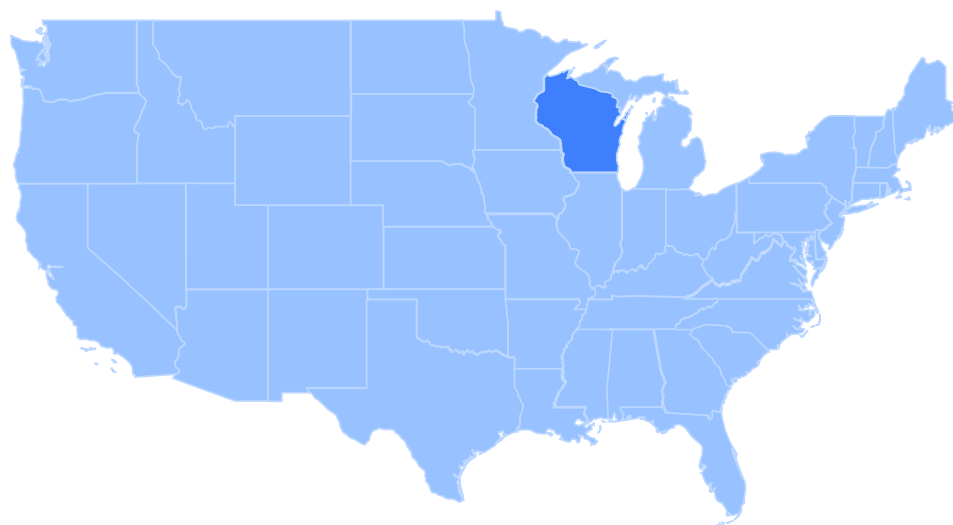
[Start Free Trial](#)[Home](#) > [Proxy locations](#) > [United States](#) > [Wisconsin](#)

# Wisconsin Proxy

The best Wisconsin IPs for web scraping and browsing

## 41,786 Wisconsin IPs

- ✓ Fastest Wisconsin proxy uptime
- ✓ City and zip code level targeting
- ✓ #1 award-winning proxy network

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## Best-performing Wisconsin IPs for web scraping

Don't settle for anything less than the industry leader when it comes to Wisconsin proxies. Bright Data's the most stable and reliable award-winning IPs network in Wisconsin, built of Residential, Mobile, ISP, and Datacenter [proxy services](#). Bright Data's Wisconsin IPs allow you to scale your website scraping and unlock any website in minutes without restriction by geolocation. Need a general US IP? Join the [US proxy network](#).

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# EXHIBIT 9

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# **EXHIBIT 10**

←

Elon Musk

35.5K posts



Follow

Elon Musk

@elonmusk

📍

Joined June 2009

512 Following

167.8M Followers

137 Subscriptions

Posts

Replies

Highlights

Media

Likes

📌 Pinned



Elon Musk

@elonmusk · Dec 30, 2023 · 🌐

Almost no one seems to be aware of the immense size and lightning growth of this issue.

According to the mayors, it is already overwhelming essential services in New York, Chicago and other cities.

⚠️ ~datahazard~

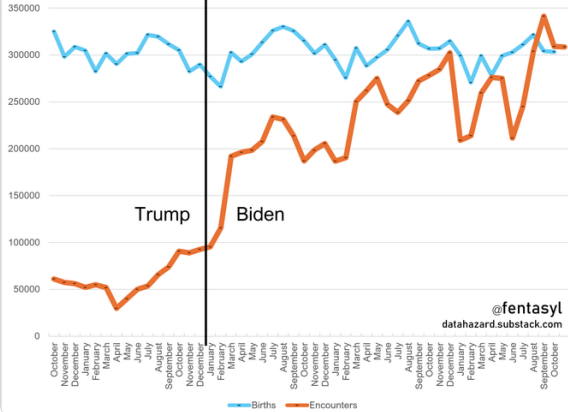
@fantasyl · Dec 29, 2023

Since August, there are officially more arriving each month than there are children being born to American mothers.

And these are just the official encounters -- we don't know how many avoided detection. [twitter.com/elonmusk/statu...](#)

American Births vs. Illegal Immigrants

(Oct 2019 - Oct 2023)



19K

42K

155K

26M

🔖

🔗



Elon Musk

@elonmusk · Apr 27, 2022

Next I'm buying Coca-Cola to put the cocaine back in

185K

807K

4.5M

🔖

🔗



Elon Musk

@elonmusk · Apr 25, 2022

I hope that even my worst critics remain on Twitter, because that is what free speech means

172K

415K

3M

🔖

🔗



Elon Musk

@elonmusk · Apr 27, 2022

Let's make Twitter maximum fun!

109K

215K

2.5M

🔖

🔗



Elon Musk

@elonmusk · Apr 25, 2022

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1/1